

OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/385-1501



BOARD OF TRUSTEES

Mrs. Veronica Robles-Solis, President
Ms. Jarely Lopez, Clerk, Clerk
Ms. Rose Gonzales, Member
Ms. MaryAnn Rodriguez, Member
Ms. Monica Madrigal Lopez, Member

ADMINISTRATION

Karling Aguilera-Fort, Ed.D.
District Superintendent
Dr. Anabolena DeGenna
Associate Superintendent,
Educational Services
Ms. Valerie Mitchell, MPPA
Assistant Superintendent,
Business & Fiscal Services
Natalia Torres, Ed.D.
Assistant Superintendent,
Human Resources

AGENDA

REGULAR BOARD MEETING

Wednesday, February 15, 2023

5:00 PM - Study Session

5:30 PM Closed Session to Follow

7:00 PM - Return to Regular Board Meeting

***NOTE:** In accordance with requirements of the Americans with Disabilities Act and related federal regulations, individuals who require special accommodation, including but not limited to an American Sign Language interpreter, accessible seating or documentation in accessible formats, should contact the Superintendent's office at least two days before the meeting date.

Persons wishing to address the Board of Trustees on any agenda item may do so by completing a Speaker Request Form and submitting the form to the Assistant Superintendent of Human Resources. The speaker should indicate on the card whether they wish to speak during Public Comment or when a specific agenda item is considered.

Watch the meeting live: osdtv.oxnardsd.org

Broadcasted by Charter Spectrum, Channel 20 &
Frontier Communications, Channel 37

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

February 15, 2023

Section A: PRELIMINARY

A.1. Call to Order and Roll Call (5:00 PM)

The President of the Board will call the meeting to order. A roll call of the Board will be conducted.

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

A.2. Pledge of Allegiance to the Flag

Ms. Lauren Halko, Principal, Soria School, will introduce Charley Rae Jackson, 6th grade student in Mrs. Beltran's class at Soria, who will lead the audience in the Pledge of Allegiance.

A.3. District’s Vision and Mission Statement

The district's Mission and Vision will be read in English and Spanish by Leilani Torres, 5th grade student in Mrs. Calles’s class at Soria School.

A.4. Presentation by Soria School

Ms. Lauren Halko, Principal, Soria School, will provide a short presentation to the Board regarding Soria. Tokens of appreciation will be presented to the students that participated in the Board Meeting.

A.5. Adoption of Agenda (Superintendent)

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

A.6. Study Session - Rose Avenue Elementary School Reconstruction Update Presentation (Mitchell/CFW)

Caldwell Flores Winters, Inc. will provide a brief presentation to update the Board and the community on the Rose Avenue Elementary School Reconstruction Project.

A.7. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

Persons wishing to address the Board of Trustees on any agenda item identified in the Closed Session agenda may do so by completing a “Speaker Request Form” and submitting the form to the Associate Superintendent of Educational Services. Public Comment shall be limited to fifteen (15) minutes per subject with a maximum of three (3) minutes per speaker. The Board will now convene in closed session to consider the items listed under Closed Session.

A.8. Closed Session

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

- OAH Case No. 2022100444

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

- OAH Case No. 2022120198
 - ADR Case No. JM111710
 - Oxnard School District et al. Central District No. CV-04304-JAK-FFM
- Anticipated Litigation:
- Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case
2. Pursuant to Section 48916 of the Education Code the Board will consider student matters including:
 - Recommendation for Readmission of Student
 - Case No. 21-06 (Action Item)
 3. Pursuant to Section 54956.8 of the Government Code:
 - Conference with Real Property Negotiators:
 - Property: Parcel Number 216-0-236-065
 - Agency negotiator: OSD Assistant Superintendent, Business and Fiscal Services
 - Negotiating parties: Callens Industrial Investments
 - Under negotiation: Price and Terms
 4. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:
 - Conference with Labor Negotiator:
 - Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP
 - Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential
 5. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release

A.9. Reconvene to Open Session (7:00 PM)

A.10. Report Out of Closed Session

The Board will report on any action taken in Closed Session or take action on any item considered in Closed Session, including expulsion of students.

A.11. Presentation by CFW Advisory Services Regarding the Sale of Measure “I” Bonds (Mitchell/CFW Advisory Services)

CFW Advisory Services will provide an overview of the proposed sale of Measure “I” Bonds authorized by voters in November 2022.

Section B: PUBLIC COMMENT/HEARINGS

B.1. Public Comment (3 minutes per speaker) / Comentarios del Público (3 minutos por cada ponente)

Members of the public may address the Board on any matter within the Board’s jurisdiction at this time or at the time that a specific agenda item is being considered. Comments should be limited to three (3) minutes. Please know this meeting is being video-recorded and televised.

The Board particularly invites comments from parents of students in the District. If you would like to donate your (3) minutes of public speaking time, you must be present during public

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comments.

Los miembros del público podrán dirigirse a la Mesa Directiva sobre cualquier asunto que corresponda a la jurisdicción de la Mesa Directiva en este periodo o cuando este punto figure en el orden del día y sea analizado. Los comentarios deben limitarse a tres (3) minutos. Tenga presente que esta reunión está siendo grabada y televisada. La Mesa Directiva invita en particular a los padres y alumnos del distrito a que presenten sus comentarios. Si gusta donar sus tres (3) minutos de comentario, debe estar presente durante la presentación de comentarios.

Section C: CONSENT AGENDA

(All matters specified as Consent Agenda are considered by the Board to be routine and will be acted upon in one motion. There will be no discussion of these items prior to the time the Board votes on the motion unless members of the Board request specific items be discussed and/or removed from the Consent Agenda.)

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

It is recommended that the Board approve the following consent agenda items:

C.1. Setting of Date for Public Hearing, Oxnard School District 2022-2023 Safe Return to In-Person Instruction and Continuity of Services Plan (DeGenna/Thomas)

It is the recommendation of the Associate Superintendent, Educational Services, that the Board of Trustees set the date of March 1, 2023, for a public hearing on the Oxnard School District 2022-2023 Safe Return to In-Person Instruction and Continuity of Services Plan.

C.2. Approval to Attend Out of State Conference (DeGenna)

It is the recommendation of the Associate Superintendent of Educational Services that the Board of Trustees approve the out-of-state conference attendance for Dr. Aracely Fox and Ms. Allison Cordes to attend Connect 2023 Alegria Learning Partnership Summit in Provo, Utah, March 8-10, 2023, in the amount not to exceed \$4,500.00, to be paid out of ESSER II funds.

C.3. Approval to Attend Out of State Conference (DeGenna/Fox)

It is the recommendation of the Associate Superintendent, Educational Services and the Director of Teaching and Learning that the Board of Trustees approve out of state conference attendance for Anjannette Carrillo to attend InstructureCon in Denver, Colorado, July 26-28, 2023, in the amount not to exceed \$3,600.00, to be paid out of ESSER II funds.

C.4. Approval and Adoption of the January 2023 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program (Mitchell/CFW)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, in consultation with CFW, that the Board of Trustees accept and adopt the January 2023 Semi-Annual Implementation Program Update as an adjustment to the Master Construct and

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Implementation Program, and that the Board direct staff and CFW to proceed with adjustments to the program for immediate implementation.

C.5. Purchase Order/Draft Payment Report #22-06 (Mitchell /Franz)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #22-06, as submitted.

C.6. Enrollment Report (Mitchell)

District enrollment as of January 31, 2023 was 14,183. This is 271 less than the same time last year.

C.7. Certification of Signatures (Mitchell)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees declare the attached Certification of Signatures as that of the agent(s) authorized for signature for the Oxnard School District.

C.8. Personnel Actions (Torres/Lin)

It is the recommendation of the Assistant Superintendent of Human Resources and the Interim Director of Classified Human Resources that the Board of Trustees approve the Personnel Actions, as presented.

C.9. Establishment and Abolishment of Positions (Torres/Lin)

It is the recommendation of the Assistant Superintendent, Human Resources and the Interim Director, Classified Human Resources, that the Board of Trustees approve the establishment and abolishment of the positions, as presented.

Section C: APPROVAL OF AGREEMENTS

It is recommended that the Board approve the following agreements:

C.10. Approval of Agreement/MOU #22-203, Mark Griffiths (DeGenna/Blevins)

It is the recommendation of the Principal, McAuliffe School, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #22-203 with Mark Griffiths, to provide two assemblies of “Making Good Choices” to students at McAuliffe School on Wednesday, February 22, 2023, in the amount not to exceed \$850.00, to be paid out of Supplemental Concentration Funds.

C.11. Approval of Agreement #22-205 – Stephanie Enriquez, M.A. (DeGenna/Thomas)

It is the recommendation of the Director, School Performance & Student Outcomes, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-205 with Stephanie Enriquez, M.A., to provide consultation services to the History/Social Science TOSA to support facilitation of the History/Social Science Textbook adoption process, February 16, 2023 through June 30, 2023, in the amount not to exceed \$2,000.00, to be paid out of Supplemental Concentration Funds.

C.12. Approval of Agreement #22-206, Ojai Raptor Center (DeGenna/Cordes)

It is the recommendation of the Principal, Lemonwood School, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-206 with Ojai Raptor Center, to provide three (3), 60 minute in-person presentations with bio facts/taxidermy specimens for students at Lemonwood School on April 12, 2023, in the amount

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not to exceed \$315.00, to be paid out of Title 1 Funds.

C.13. Approval of Agreement #22-210 – Gopher Sport (DeGenna/Shea)

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-210 with Gopher Sport, for Gopher Sport SPARK to provide five (5) Professional Development sessions for after school program staff to include curriculum, on-site teacher training, content-matched equipment, and follow-up support, February 16, 2023 through June 30, 2023, in the amount not to exceed \$16,800.45, to be paid out of Expanded Learning Opportunity Grant Funds.

C.14. Approval of Agreement #22-213 – Francisca S. Sanchez dba/Provocative Practice (Aguilera-Fort)

It is recommended by the Superintendent that the Board of Trustees approve Agreement #22-213 with Francisca S. Sanchez dba/Provocative Practice, to provide the district with development, facilitation, and implementation of action plans for the district's Strategic Plan, February 16, 2023 through December 31, 2023, in the amount of \$45,000.00, to be paid out of the Unrestricted General Fund.

C.15. Approval of Agreement #22-212 with Ventura County Office of Education - SESS (DeGenna/Nocero)

It is the recommendation of the Director, Pupil Services, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-212 with VCOE, to provide Social Emotional and Behavioral Services for the 2023-2024 school year, July 1, 2023 through June 30, 2024, in the amount not to exceed \$132,914.56, to be paid out of LCFF Funds.

C.16. Approval of Agreement #22-211, Pavement Engineering Inc. (Mitchell/Miller)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Agreement #22-211 with Pavement Engineering Inc., to provide Engineering Design and Support, Inspection, and Contract Administration Services for the pavement projects at Driffill, Kamala, Lopez, Marina West, McAuliffe, Ramona, and Ritchen Schools and the Educational Service Center, February 16, 2023 through June 30, 2024, in the amount not to exceed \$427,000.00, to be paid out of Deferred Maintenance Funds.

Section C: RATIFICATION OF AGREEMENTS

It is recommended that the Board ratify the following agreements:

C.17. Ratification of Amendment #3 to Agreement #20-120 – 360 Degree Customer Inc. (DeGenna/Jefferson)

It is recommended by the Director, Special Education, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Amendment #3 to Agreement #20-120 with 360 Degree Customer Inc., to provide additional paraeducator staff due to the lack of direct hires during the 2022-23 school year, in the amount of \$900,000.00, to be paid out of Special Education Funds, for a new total agreement amount of \$2,200,000.00.

C.18. Ratification of Amendment #2 to Agreement #22-82 – Maxim Healthcare Staffing Services, Inc. (DeGenna/Jefferson)

It is recommended by the Director, Special Education, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Amendment #2 to Agreement #22-82

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with Maxim Healthcare Staffing Services, Inc., for the allocation of additional supplemental staff based on unfilled direct hire positions during the 2022-23 school year, as well as a change in the rate sheet as it pertains to Speech Language Pathologist Assistant (SLPA), in the amount of \$900,000.00, to be paid out of Special Education Funds, for a new total agreement amount of \$1,200,000.00.

C.19. Ratification of Agreement #22-204 – Challenge Day (DeGenna/Halko)

It is the recommendation of the Principal, Soria School, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-204 with Challenge Day, to provide full day boot camps on conflict resolution, relationship building, and social emotional intelligence for 7th & 8th grade students at Soria School on February 23-24, 2023, in the amount not to exceed \$7,800.00, to be paid out of Supplemental Concentration Funds.

C.20. Ratification of Agreement/MOU #22-207 – Tutorific (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #22-207 with Tutorific, to provide additional instruction to students selected or assigned by the Special Education Department for tutoring outside of the normal school day, July 1, 2022 through June 30, 2023, in the amount of \$100,000.00, to be paid out of Special Education Funds.

C.21. Ratification of Agreement #22-208 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-208 with the Ventura County Office of Education, to provide exceptional services to special education student #AC080310 that consist of support from Special Circumstances Paraeducators (SCP's) during the 2022-2023 school year, including Extended School Year, in the amount of \$30,468.25, to be paid out of Special Education Funds.

C.22. Ratification of Agreement #22-209 – Educational Professionals of Central California, LLC (DeGenna/Jefferson)

It is the recommendation of the Director, Special Education Services, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-209 with Educational Professionals of Central California, LLC, to provide Independent Education Evaluator Services to the Special Education Department, January 1, 2023 through June 30, 2023, in the amount not to exceed \$15,000.00, to be paid out of Special Education Funds

Section D: ACTION ITEMS

(Votes of Individual Board Members must be publicly reported.)

D.1. Approval of the Comprehensive Safe School Plans 2022-2023 - 21 Sites (DeGenna/Nocero)

It is the recommendation of the Associate Superintendent, Educational Services and the Director, Pupil Services, that the Board of Trustees approve the Comprehensive Safe School Plans 2022-2023 for all 21 elementary and middle schools.

Board Discussion:

Moved:

Seconded:

Vote:

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ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

D.2. Approval of Resolution #22-16 of the Board of Trustees of the Oxnard School District Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program – Marina West Elementary Transitional Kindergarten Classrooms (Mitchell/CFW)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, in consultation with CFW, that the Board of Trustees approve Resolution #22-16 Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program – Marina West Elementary Transitional Kindergarten Classrooms, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

D.3. Approval of Resolution #22-17 of the Board of Trustees of the Oxnard School District Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program – Marina West Elementary Preschool Classrooms (Mitchell/CFW)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, in consultation with CFW, that the Board of Trustees approve Resolution #22-17 Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program – Marina West Elementary Preschool Classrooms, as outlined above.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

D.4. Approval of Resolution #22-18 of the Board of Trustees of the Oxnard School District Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program – Marina West Elementary Kindergarten Classrooms (Mitchell/CFW)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, in consultation with CFW, that the Board of Trustees approve Resolution #22-18 Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program – Marina West Elementary Kindergarten Classrooms, as presented.

Board Discussion:

Moved:

Seconded:

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Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

D.5. Adoption of Resolution No. 22-19: Resolution Authorizing the Issuance and Sale of General Obligation Bonds, 2022 Election, Series A, in the Aggregate Principal Amount of Not to Exceed \$78,000,000, and Approving Related Documents and Actions Including a Bond Purchase Agreement and Preliminary Official Statement (Mitchell/CFW Advisory Services)

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, in consultation with CFW Advisory Services, LLC., that the Board of Trustees adopt Resolution No. 22-19: Resolution Authorizing the Issuance and Sale of General Obligation Bonds, 2022 Election, Series A, in the Aggregate Principal Amount of Not to Exceed \$78,000,000, and Approving Related Documents and Actions Including a Bond Purchase Agreement and Preliminary Official Statement, at no impact to the General Fund - issuance costs will be paid from the proceeds of the bonds.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

D.6. Approval of a Variable Term Service Waiver in Physical Education for Noemi Ayala for the 2022-23 School Year (Torres/Carroll)

It is the recommendation of the Assistant Superintendent, Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve the Variable Term Service Waiver in Physical Education, as detailed above.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

D.7. Consideration of Votes for 2023 CSBA Delegate Assembly Vacancy (Aguilera-Fort)

It is recommended that the Board of Trustees consider whether it wishes to vote for representatives to fill one (1) vacancy in the CSBA's Delegate Assembly, Subregion 11-B (Ventura).

Board Discussion:

Moved:

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Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

Section E: APPROVAL OF MINUTES

E.1. Approval of Minutes (Aguilera-Fort)

It is the recommendation of the Superintendent that the Board of Trustees approve the minutes of Board meetings, as presented:

- December 14, 2022 Regular Meeting
- January 18, 2023 Regular Meeting

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

Section F: BOARD POLICIES

(These are presented for discussion or study. Action may be taken at the discretion of the Board.)

F.1. First Reading - Revisions to BP & AR 5144.1 Suspension and Expulsion Due Process (DeGenna/Nocero)

It is the recommendation of the Associate Superintendent, Educational Services, and Director of Pupil Services that the Board of Trustees receive the revisions to Board Policy BP & AR 5144.1 Suspension and Expulsion Due Process for first reading, as presented. The revised policies will be presented for second reading and adoption at the March 1, 2023, Board Meeting.

F.2. Second Reading & Adoption-Revisions to BP & AR 6158 Independent Study (DeGenna/Santamaria)

It is the recommendation of the Associate Superintendent, Educational Services, and the Principal of Independent Study, that the Board of Trustees approve the revisions to Board Policy BP & AR 6158 Independent Study, as presented.

Board Discussion:

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

Section G: CONCLUSION

G.1. Superintendent’s Report (3 minutes)

A brief report will be presented concerning noteworthy activities of district staff, matters of general interest to the Board, and pertinent and timely state and federal legislation.

G.2. Trustees’ Announcements (3 minutes each speaker)

The trustees’ report is provided for the purpose of making announcements, providing conference and visitation summaries, coordinating meeting dates, identifying board representation on committees, and providing other information of general interest.

G.3. ADJOURNMENT

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

Karling Aguilera-Fort, Ed. D.

District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street , Oxnard, California by 5:00 p.m. on Friday, February 10th, 2023.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: February 15, 2023

Agenda Section: Section A: Study Session

**Study Session - Rose Avenue Elementary School Reconstruction Update Presentation
(Mitchell/CFW)**

CFW will provide a brief presentation to update the Board and the community on the Rose Avenue Elementary School Reconstruction Project.

FISCAL IMPACT:

None.

RECOMMENDATION:

Information only.

ADDITIONAL MATERIALS:

Attached: [Presentation-Rose Avenue School Project Status \(14 pages\)](#)

Rose Avenue Elementary

Project Status & Update

February 15, 2023

Project Summary

- The Rose Avenue Elementary School Reconstruction Project consists of a two-story classroom building, library, administration space, multipurpose room, playfields, hard courts, and support spaces
- Site construction is occurring in two (2) phases beginning with the construction of the school's buildings followed by the demolition of the existing school site and the construction of new playfields
- The first phase is estimated to be completed by the end of the 2022-23 school year and available for the start of the 2023-24 school year
- The playfields are estimated to be completed and available for use by the end of calendar year 2023



View Towards Old Campus



Classroom Building



Classroom Building



Interior Courtyard & MPR



Multipurpose Building



Materials Testing



Classroom Framing/HVAC



Classroom Interior

WORK
TRABAJOS CON
APLICACIÓN DE CALOR

1022

A photograph of a classroom interior during construction. The room features a drop ceiling with exposed pipes, conduits, and electrical wiring. The walls are partially finished with white drywall and partially with exposed metal studs and brown OSB sheathing. A red step ladder is positioned on the left side of the frame. In the background, there is a window with two panes, a yellow metal structure, and a green board leaning against the wall. A black trash can is visible in the foreground on the right. The floor is a smooth, light-colored concrete.

Classroom Interior



Restrooms & Support Spaces



Interior Courtyard



QUESTIONS

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: February 15, 2023

Agenda Section: Section A: Preliminary

Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

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The Board will now convene in closed session to consider the items listed under Closed Session.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: February 15, 2023

Agenda Section: Section A: Preliminary

Closed Session

1. Pursuant to Section 54956.9 of Government Code:
Conference with Legal Counsel
 - Existing Litigation:
 - OAH Case No. 2022100444
 - OAH Case No. 2022120198
 - ADR Case No. JM111710
 - Oxnard School District et al. Central District No. CV-04304-JAK-FFM
 - Anticipated Litigation:
 - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case

2. Pursuant to Section 48916 of the Education Code the Board will consider student matters including:
Recommendation for Readmission of Student
 - Case No. 21-06 (Action Item)

3. Pursuant to Section 54956.8 of the Government Code:
Conference with Real Property Negotiators:
Property: Parcel Number 216-0-236-065
Agency negotiator: OSD Assistant Superintendent, Business and Fiscal Services
Negotiating parties: Callens Industrial Investments
Under negotiation: Price and Terms

4. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:
Conference with Labor Negotiator:
Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP
Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential

5. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: February 15, 2023

Agenda Section: Section A: Preliminary

Reconvene to Open Session (7:00 PM)

Reconvene to Open Session (7:00 PM)

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: February 15, 2023

Agenda Section: Section A: Preliminary

Report Out of Closed Session

The Board will report on any action taken in Closed Session or take action on any item considered in Closed Session, including expulsion of students.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: February 15, 2023

Agenda Section: Section A: Presentation

Presentation by CFW Advisory Services Regarding the Sale of Measure “I” Bonds (Mitchell/CFW Advisory Services)

CFW Advisory Services will provide an overview of the proposed sale of Measure “I” Bonds authorized by voters in November 2022.

FISCAL IMPACT:

Voter-approved General Obligation Bonds are repaid by ad valorem property tax collections levied and collected each year that bonds are outstanding. Proceeds will provide funding for voter-approved projects. No impact to general fund. Issuance costs will be paid from the proceeds of the bonds.

RECOMMENDATION:

The Issuance and Sale of General Obligation Bonds will be presented for the Board’s approval during the action section later in this meeting.

ADDITIONAL MATERIALS:

Attached: [Presentation-Oxnard SD 2023 GO Bond Issuance Overview \(9 pages\)](#)



Oxnard School District

Ventura County

General Obligation Bonds, Election of 2022, Series 2023 A Bond Issuance Overview

February 2023

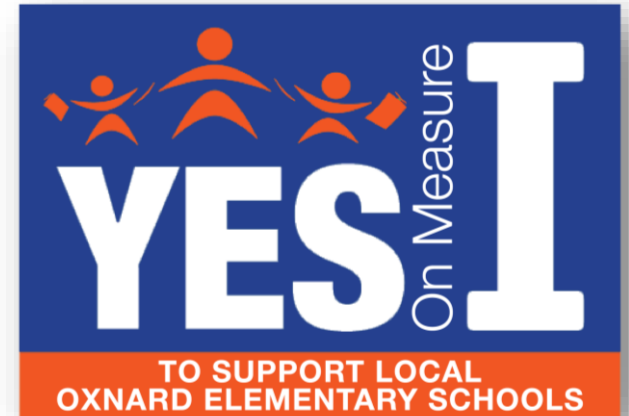
2163 HARBOR BAY PKWY
ALAMEDA, CA 94502
(510) 596-8170

521 N 1ST AVE
ARCADIA, CA 91006
(626) 829-8300



Bond Program Background

- In November 2022, voters approved Measure “I” authorizing the District to sell up to \$215 million in general obligation (G.O.) bonds to support the District’s Master Construct & Implementation Program
- At this time, it is estimated that the District could issue the first series of bonds from Measure “I” in an amount of approximately \$78 million, based on current market conditions and the Proposition 39 tax rate constraint of \$30 per \$100,000 of assessed value
- The remaining authorization of \$137 million will be issued over time, based on the need for funds and availability of tax revenues to support the bond sales
- In order to issue bonds from Measure “I”, the District has applied for a waiver from the California State Board of Education to exceed the Statutory bonding capacity
- At the District’s direction, the Financing Team submitted the required legal documents for the issuance of the District’s Election of 2022, Series A bonds for the Board’s review and approval



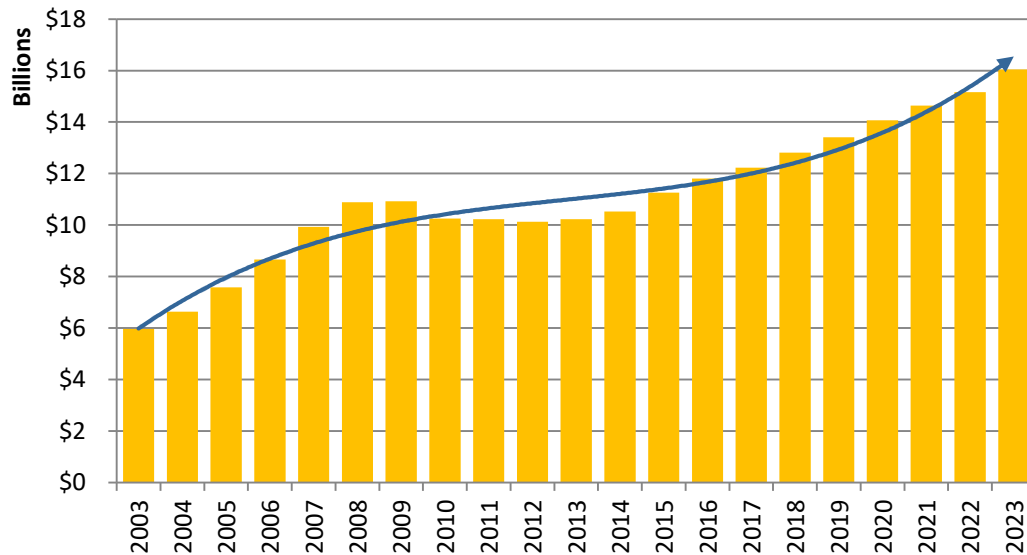
District Bonding Capacity

- The current statutory debt limit for elementary school districts is 1.25% of the total assessed valuation of the taxable property within a district’s boundaries
- In March 2017, the California State Board of Education approved the District’s application for a waiver to raise the District’s effective debt limit to 2.12% of total assessed valuation in order to issue bonds from the 2016 Election authorization
- In order to issue bonds from the 2022 Election authorization, the District has applied for a new debt limit waiver from the California State Board of Education to raise the District’s effective debt limit to 2.14%
- The application for waiver was submitted to the State in December 2022 and is expected to be considered at the Board of Education meeting scheduled for March 8, 2023
- Given the current repayment schedule of the District’s outstanding bonds, anticipated 2023 Series A and 2027 Series B bond sales, and an estimated annual assessed valuation growth rate of 4.0%, it is estimated that the District will return to its statutory debt limit by 2033-34

Fiscal Year 2022-23 (Proposed)	
<u>DEBT LIMITATION</u>	
Total Assessed Valuation	\$16,040,644,236
<i>Proposed Bond Debt Limit</i>	<i>2.14%</i>
Overall Bonding Capacity	\$343,269,787
Outstanding Bonded Indebtedness	\$263,739,815
NET BONDING CAPACITY	\$79,529,972
% of Capacity Currently Used	76.83%

District Assessed Valuation

- District assessed valuation (AV) experienced robust growth from 2004 to 2008 followed by declines in declines from 2010 to 2012 due to the Great Recession
- The District has since fully recovered from the previous declines with a 5-year average annual growth of 4.59%
- The District experienced AV growth of 5.78% in 2023, the largest increase in AV since 2015

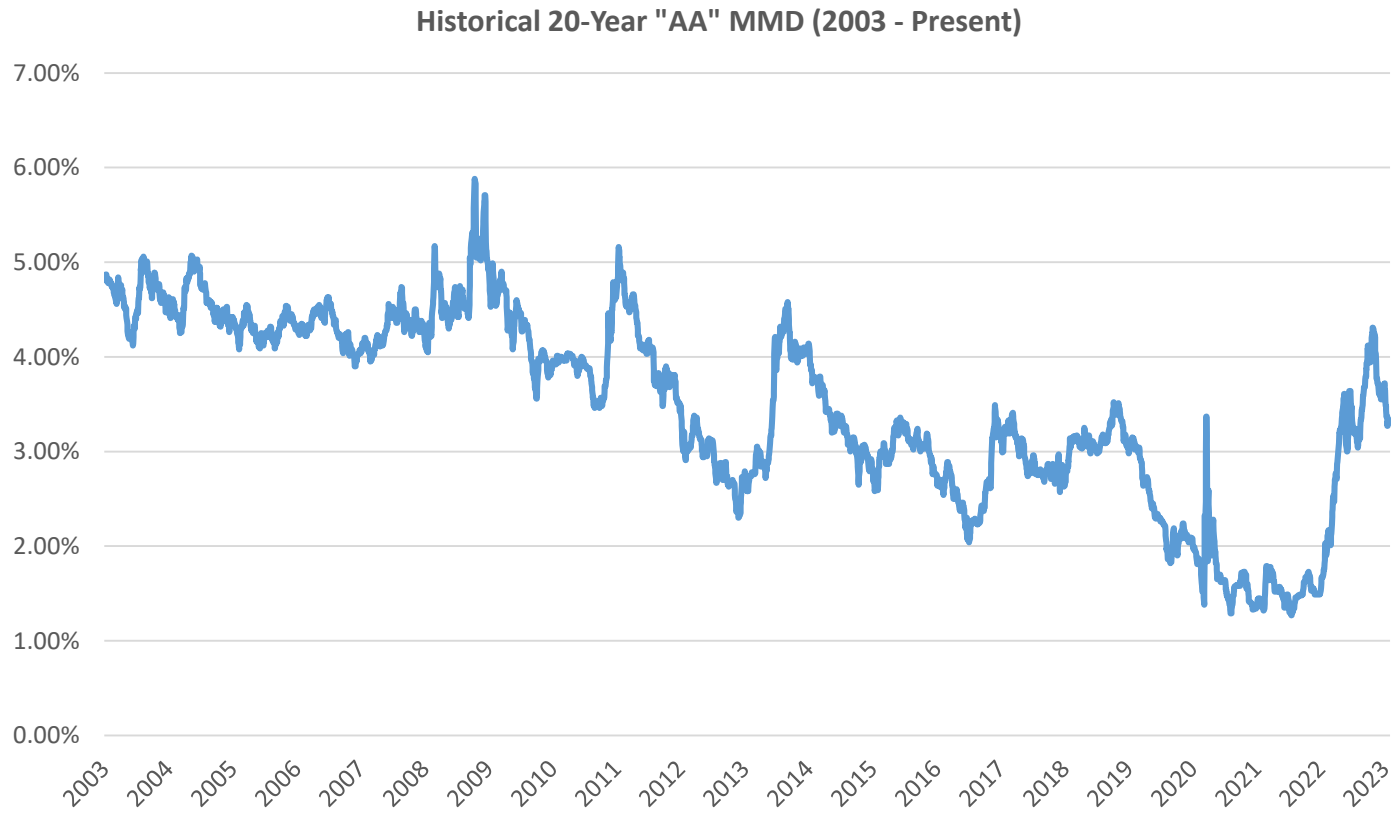


Source: California Municipal Statistics, Inc.; Ventura County

Historical Assessed Valuations		
FYE	Total	% Change
2003	\$5,963,113,197	-
2004	\$6,635,172,071	11.27%
2005	\$7,583,558,704	14.29%
2006	\$8,657,971,155	14.17%
2007	\$9,931,635,061	14.71%
2008	\$10,883,340,116	9.58%
2009	\$10,923,360,081	0.37%
2010	\$10,256,972,528	-6.10%
2011	\$10,222,956,307	-0.33%
2012	\$10,128,841,659	-0.92%
2013	\$10,224,776,805	0.95%
2014	\$10,523,302,599	2.92%
2015	\$11,258,539,314	6.99%
2016	\$11,811,053,863	4.91%
2017	\$12,231,081,218	3.56%
2018	\$12,813,934,964	4.77%
2019	\$13,410,386,931	4.65%
2020	\$14,062,908,693	4.87%
2021	\$14,639,854,133	4.10%
2022	\$15,163,509,508	3.58%
2023	\$16,040,644,236	5.78%
5-Year Annualized Average		4.59%
10-Year Annualized Average		4.61%
20-Year Annualized Average		5.07%

Historical GO Bond Interest Rates

- Interest rates remained near historic lows in 2020 and 2021 and increased in 2022, reaching a peak in October 2022
- Rates have since decreased



Key Bond Parameters

General Obligation Bonds, Election of 2022, Series 2023 A

Maximum Principal Amount of Bonds:	\$78,000,000
Total Election of 2022 Authorization:	\$215,000,000
Estimated Remaining Authorization after Sale:	\$137,000,000
Final Maturity Year:	2053 (30 years)
Estimated True Interest Cost:	4.3%
Estimated Total Finance Charges:	\$862,525 (All Costs Represent 1.1% of Par)
Estimated Proceeds to be Received by District:	\$77,137,474
Estimated Total Debt Service:	\$156,112,883

Note: Preliminary, subject to Change

Documents to be Approved

Bond Authorizing Resolution – Action Item

- Authorizes Staff, finance team to prepare issuance; delegates duties for tax levy and repayment of debt service
- Specifies bond terms and structuring parameters

Additional Documents Attached

- **Preliminary Official Statement** - Serves as bond prospectus; provides operating and financial data for investor consideration
- **Bond Purchase Agreement** - Form of bond purchase contract between District and Underwriter
- **Continuing Disclosure Certificate** - Covenant to provide annual operating and financial data to the Municipal Security Rulemaking Board (MSRB)

General Information Exclusion Disclosure

IMPORTANT: PLEASE REVIEW. CFW Advisory Services, LLC (“CFW”) has prepared the attached materials. These materials consist of factual or general information (as defined in Section 975 of the Dodd Frank Wall Street Reform and Consumer Protection Act, as amended, otherwise known as the “Municipal Advisor Rule”) including information regarding CFW’s professional qualifications and prior experience.

These materials have been prepared by CFW for the client or potential client to whom such materials are directly addressed and delivered for discussion purposes only. To the extent that CFW provides any alternatives, options, views, analysis, calculations or examples in the attached information, such information is not intended to suggest that the municipal entity or obligated person could achieve particular results in any municipal securities transaction.

Any terms and conditions presented in the attached materials are subject to further discussion and negotiation. CFW does not express any view as to whether financing options presented in these materials are achievable or will be available at the time of any contemplated transaction. Where indicated, this presentation may contain information derived from sources other than CFW. While we believe such information to be accurate and complete, CFW does not guarantee the completeness and accuracy of this information. This material is based on information currently available to CFW or its sources and is subject to change without notice. Any proposed indicative transaction could have accounting, tax, legal or other implications that should be discussed with your advisors and /or counsel as you deem appropriate.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: February 15, 2023

Agenda Section: Section B: Hearing

Public Comment (3 minutes per speaker)/Comentarios del Público (3 minutos por cada ponente)

Members of the public may address the Board on any matter within the Board's jurisdiction at this time or at the time that a specific agenda item is being considered. Comments should be limited to three (3) minutes. Please know this meeting is being video-recorded and televised. The Board particularly invites comments from parents of students in the District. If you would like to donate your (3) minutes of public speaking time, you must be present during public comments.

Los miembros del público podrán dirigirse a la Mesa Directiva sobre cualquier asunto que corresponda a la jurisdicción de la Mesa Directiva en este periodo o cuando este punto figure en el orden del día y sea analizado. Los comentarios deben limitarse a tres (3) minutos. Tenga presente que esta reunión está siendo grabada y televisada. La Mesa Directiva invita en particular a los padres y alumnos del distrito a que presenten sus comentarios. Si gusta donar sus tres (3) minutos de comentario, debe estar presente durante la presentación de comentarios.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: February 15, 2023

Agenda Section: Section D: Action Items

Setting of Date for a Public Hearing, Oxnard School District 2022-2023 Safe Return to In-Person Instruction and Continuity of Services Plan (DeGenna)

It is appropriate that the Board of Trustees set the date of March 1, 2023, in the Board Room of the Educational Services for a public hearing on the Oxnard School District 2022-2023 Safe Return to In-Person Instruction and Continuity of Services Plan.

FISCAL IMPACT:

None

RECOMMENDATION:

The Associate Superintendent of Educational Services and the Director of School Performance & Student Outcomes recommend that the Board of Trustees set the date of March 1, 2023, for a public hearing on the Oxnard School District 2022-2023 Safe Return to In-Person Instruction and Continuity of Services Plan.

ADDITIONAL MATERIALS:

Attached: [Notice of Public Hearing-Safe Return to Instruction and Continuity of Services-English.pdf](#)
[Notice of Public Hearing-Safe Return to Instruction and Continuity of Services-Spanish.pdf](#)



OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, CA 93030 • 805/385-1501 • Fax 805/487-9648

NOTICE OF PUBLIC HEARING

February 16, 2023

The Board of Trustees of the Oxnard School District will hold a Public Hearing on Wednesday, March 1, 2023, at 7:00 p.m. or as soon thereafter as this matter may be heard, in the Board Room of the Educational Service Center Building of the Oxnard School District, located at 1051 South A Street, Oxnard, regarding the Safe Return to In-Person Instruction and Continuity of Services Plan.

By: Dr. Ana DeGenna
Associate Superintendent,
Educational Services Department
(805) 385-1501, ext. 2301

Mission: IGNITE · TRANSFORM · NURTURE · EMBRACE



DISTRITO ESCOLAR DE OXNARD

1051 South "A" Street • Oxnard, CA 93030 • 805/385-1501 • Fax 805/487-9648

AVISO DE AUDIENCIA PÚBLICA

16 de febrero de 2023

La Junta Directiva del Distrito Escolar de Oxnard celebrará una Audiencia Pública, sobre el Plan de ESSER III el día 1 de marzo de 2023, a las 7:00 p.m. o posteriormente, tan pronto como este asunto se pueda escuchar, en la Sala de Reuniones de la Junta Directiva de las Instalaciones del Centro de Servicios Educativos, en la locación 1051 Sur Calle A, Oxnard, sobre el Regreso Seguro a la Instrucción en Persona y Plan de Continuidad de Servicios.

Dr. Ana DeGenna
Superintendente Adjunto,
Departamento de Servicios Educativos
(805) 385-1501, ext. 2301

Misión: ENCENDER · TRANSFORMAR · NUTRIR · AMBRAZAR

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: February 15, 2023

Agenda Section: Section C: Consent Agenda

Approval to Attend Out of State Conference - Connect 2023 Alegra Learning Partnership Summit (DeGenna)

The Director of Teaching and Learning, Dr. Aracely Fox, and Principal, Ms. Allison Cordes, are invited to attend the Connect 2023 Alegra Learning Partnership Summit to learn about Joy School English software engaging in social and emotional learning, facilitating communication in young learners and research technology behind Joy School English on March 8 - 10 in Provo, Utah.

FISCAL IMPACT:

Not to exceed the amount of \$4,500.00

RECOMMENDATION:

It is the recommendation of the Associate Superintendent of Educational Services that the Board of Trustees approve the out-of-state conference attendance for Dr. Aracely Fox and Ms. Allison Cordes to attend Connect 2023 Alegra Learning Partnership Summit in Provo, Utah, March 8-10, 2023, in the amount not to exceed \$4,500.00 to be paid out of ESSER II funds.

ADDITIONAL MATERIALS:

Attached: [Conf-Connect 2023 Alegra Summit.pdf](#)

Save the Date | March 8-10, Provo, Utah

Connect2023

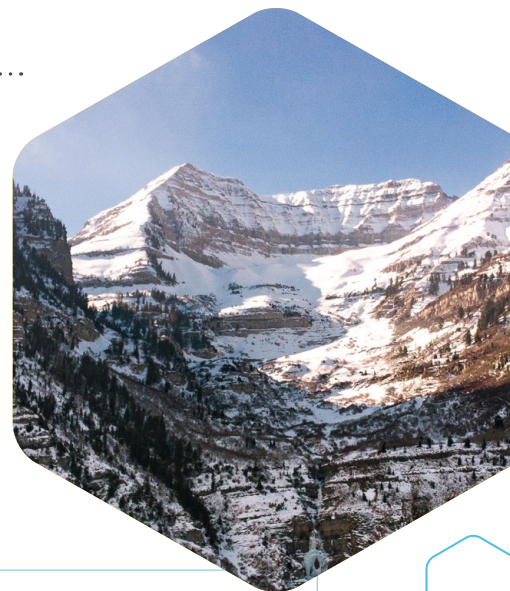
COLLABORATE
COMMUNICATE
CONNECT

An Alegra Learning Partnership Summit

Mark your calendar for this invitation-only event and join us at the Alegra Learning headquarters in picturesque Provo, Utah to get a behind-the-scenes look at how the Joy School English software program is designed and built.

You'll be part of an elite group of top-level administrators and curriculum designers in discussing topics such as:

- Social and emotional learning
- Facilitating communication in young learners
- Research and technology behind Joy School English



RSVP

Reply to chris@alegralearning.com to reserve your spot.

The *Connect2023* Partnership Summit is a live, invitation-only event with attendance limited to top-level district administrators.

"I really enjoyed the behind-the-scenes tour of Joy School English. Seeing the creativity and teamwork that come together to build this program was inspiring. It is evident that your team enjoys their work, but more importantly they believe in the mission of building meaningful connections. The conversations were meaningful and the entire trip was very welcoming and inspiring."

— Connect2021 Attendee



OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: February 15, 2023

Agenda Section: Section C: Consent Agenda

Approval to Attend Out of State Conference - InstructureCon 2023 in Denver, Colorado (DeGenna/Fox)

The District's Instructional Technology TOSAs focus on promoting Digital Learners. InstructureCon 2023 Conference offers the latest in using educational technology to address 21st-century learning. Keynote speakers and workshops will provide inspiring ways to maximize our digital tools to create engaging, differentiated, and challenging classrooms.

LCAP Action 1.21 Canvas is a classroom software program for all students in grades PK8, families, and staff. This goal supports the district's student profile by providing a platform that creates 21st Century ready students. InstructureCon 2023 in Denver, Colorado (July 26-28, 2023).

Attending: Anjanette Carrillo

FISCAL IMPACT:

Not to exceed the amount of \$3,600.00, ESSER II funds

RECOMMENDATION:

It is the recommendation of the Associate Superintendent of Educational Services and the Director of Teaching and Learning that the Board of Trustees approves the request to attend the Out of State Conference InstructureCon in Denver, Colorado, as presented.

ADDITIONAL MATERIALS:

Attached: [InstructureCon 2023 Canvas \(3 pgs\).pdf](#)

InstructureCon 2023 is Happening!

July 26th - 28th, 2023

In 2023, InstructureCon is happening in Denver, Colorado, at the beautiful [Gaylord Rockies Resort and Convention Center](#)!

It's finally time to get back together again and have the best "eduventure" yet. We'll have more ways than ever before to collaborate, learn, and have fun, not to mention a very special secret line-up of entertainment.

2023



InstructureCon '23 fun to look forward to includes:

- ✓ New ways to connect and engage
- ✓ Over 100 sessions
- ✓ Great keynote speakers
- ✓ Entertainment every night
- ✓ Great food, drink, and fun
- ✓ New tracks to be announced soon
- ✓ Exhibitors hall
- ✓ The Future of Learning exhibit



Relive InstructureCon 2022

[ACCESS THE SESSIONS →](#)

Get one of only **1,000 early bird tickets** now by clicking on the registration link below **by Dec. 31**. Otherwise, you risk missing out on the best price available, exclusive early registrant special swag, and guaranteed rooms at the Gaylord property.

Registrations

	PRICE	TOTAL	QTY
Early Bird Registration - Conference Only Admission to Conference (July 26-July 28, 2023)	US\$695	US\$695	0 <input type="text" value="0"/>
Ends Jan 3			
Early Bird Registration - Conference +2 Nights Early Bird Pass Includes Wednesday Night + Thursday Night Hotel Rooms	US\$1,095	US\$1,095	0 <input type="text" value="0"/>
Ends Jan 3			
Conference Registration Admission to Conference (July 26-July 28, 2023)	US\$895	US\$895	Sale starts Jan 3

✕ Promo Code Apply

Register

Pay via Invoice

Early Bird Sponsorships are NOW Open

For more information on getting exclusive offers before Dec 31, please email Partners@instructure.com.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: February 15, 2023

Agenda Section: Section C: Facilities Agreement

Approval and Adoption of the January 2023 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program (Mitchell/CFW)

At the February 1, 2023 regularly scheduled board meeting, the Board received the January 2023 Semi-Annual Implementation Program Update as an adjustment to Master Construct and Implementation Program (Program) and received a detailed presentation by CFW.

The January 2023 Report provides the twentieth semi-annual update to the Master Construct and Implementation Program (“Program”) to the Oxnard School District (“District”) Board of Trustees (“Board”). The report links the progress of the original 2013 Reconfiguration and Implementation Program, the subsequent Master Construct and Implementation Program adopted by the Board in 2016, and the Enhanced Master Construct adopted by the Board in June 2022. It reflects the status of the Program since the last June 2022 six-month update (adopted by the Board in August 2022) and the time of this document’s publishing in January 2023. The report provides Program updates on the educational and facilities implementation components, as well as the funding and sequencing requirements to implement the Program. Assessments and recommendations are provided for consideration and action by the Board for implementation over the next six-month period.

FISCAL IMPACT:

The Master Construct and Implementation Program includes the use of Measure “R” and “D” funds, available local developer fees, and State modernization and new construction grants as previously approved by the Board. Overall funding has been adjusted to maintain the current project budgets and to begin incorporating the \$302 million Enhanced Master Construct Program which includes the recently approved Measure “I” bond. The total budgets for closed out projects have been adjusted to reflect the actual expenditures as of November 30, 2022. As the District continues to close out final expenditures for these projects, additional unpaid invoices may be received and processed by the District resulting in minor additional expenditures as needed.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services and in consultation with CFW, that the Board accepts and adopts the January 2023 Semi-Annual Implementation Program Update as an adjustment to the Master Construct and Implementation Program and the Board directs staff and CFW to proceed with adjustments to the program for immediate implementation.

ADDITIONAL MATERIALS:

Attached: [January 2023 Semi-Annual Implementation Program Update Report \(66 pages\)](#)



January 2023



OXNARD
SCHOOL
DISTRICT

MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM

Semi-Annual Report to the Board of Trustees





Caldwell Flores Winters, Inc.

1901 Victoria Avenue, Suite 106
Oxnard, CA 93035

2163 Harbor Bay Parkway
Alameda, CA 94502

521 N. 1st Avenue
Arcadia, CA 91006

For:

Oxnard School District

1051 South A Street
Oxnard, CA 93030

Board of Trustees

Veronica Robles-Solis, President
Jarely Lopez, Clerk
MaryAnn Rodriguez, Trustee
Monica Madrigal Lopez, Trustee
Rose Gonzales, Trustee

District Administrators

Dr. Karling Aguilera-Fort, Superintendent
Dr. Ana DeGenna, Associate Superintendent, Educational Services
Valerie Mitchell, Assistant Superintendent, Business and Fiscal Services
Dr. Natalia Torres, Assistant Superintendent, Human Resources
Dana Miller, Director of Facilities

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PROGRAM OVERVIEW

Caldwell Flores Winters, Inc. (“CFW”) is pleased to present the twentieth semi-annual update to the Master Construct and Implementation Program which integrates previous efforts with the Enhanced Master Construct Program (“Program”), which was adopted in June 2022, to the Oxnard School District (“District”) Board of Trustees (“Board”). This report links the progress of the original 2013 Reconfiguration and Implementation Program and the subsequent Master Construct and Implementation Program adopted by the Board in 2016 as well as the Enhanced Master Construct Program presented to the Board in June 2022. This report reflects the status of the Program since the last June 2022 six-month update (adopted by the Board in August 2022) and the time of this document’s publishing in January 2023. The report provides Program updates on the educational and facilities implementation components, as well as the funding and sequencing requirements to implement the Program. Assessments and recommendations are provided for consideration and action by the Board for implementation over the next six-month period. Updates to this report moving forward will be referred to as the Enhanced Master Construct Program.

A consolidated Master Budget and Schedule merges and integrates approved and proposed projects based on funds from the existing bond programs and the new Measure “I” authorization approved in November 2022 as well as other local funding sources, including developer fees, Mello Roos funds, pending State aid reimbursements and capital program balances. The Program is oriented to prioritize facility projects that maximize the potential for State aid funding for modernization and new construction of school facilities as State funds become available under the School Facility Program (SFP) and other related State programs that provide facilities funding for California public school construction. Program progress is monitored, and individual projects, budgets, sequencing, and timelines continue to be reviewed, adjusted and presented to the Board for consideration on a six-month interval.

The following components provide an executive summary to the Board on the status of Program efforts that have progressed since the previously adopted six-month review and provide recommended adjustments for the next six-month period.

1.1 EDUCATIONAL PROGRAM

The District is in its second year of implementation of the “Student Profile” that details the attributes and knowledge a student must demonstrate at the end of eighth grade when matriculating to high school. This initiative creates a more intellectually challenging curriculum that integrates the Common Core State

Standards (CCSS) and the Next Generation Science Standards (NGSS) with an aligned curriculum and instructional methods that promotes student engagement and exploration.

The 21st Century classrooms as designed and built in the District support the instructional shifts that are being required to implement programs that require students to create projects and products to demonstrate their understanding and mastery of the standards as well as provide for active engagement in learning and working collaboratively with others. Greater reliance on technology and how to harness the power of technology to support learning will continue. Because the 21st Century classroom specification set by the District is flexible and mobile and promotes collaboration, teamwork and problem-solving, it is important that all students have access to this kind of learning environment.

The need for more emotional support for students as resulted from the pandemic and students learning remotely. This will require the use of space on school sites for counseling and other mental health services as well as additional support services for students.

The State of California has recently elected to further expand the opportunities for younger learners to succeed by requiring districts to expand transitional kindergarten (TK) enrollment to all four-year-old children. The District has decided to implement the expanded TK program for all four year olds beginning in the fall 2022. Outside providers will provide the preschool program for eligible three year olds. As the State moves to implement full day preschool and TK, additional kindergarten classrooms will be needed to house the TK students. Locations at school sites will need to be determined based on school site space availability.

The District would like to continue to offer special education programs in clusters at school sites. Ideally, having a continuum of three special education (SDC) at the K-8 sites would be best so that students could remain at that school for the entire time they are in the District. For the mild to moderate program, having two classes of SDC at select school sites, a primary and an upper grade classroom, works well for the students providing a continuous school setting until sixth grade and maximum integration into the general education classrooms as identified on the student’s IEP. For highly specific special education programs such as the Deaf and Hard of Hearing, having the students clustered at a given school site is ideal as the program and classroom needs are very specific to that population and they have a community of additional supports.

The District adopted a new Strategic Plan, “Oxnard EMPOWERS,” in December 2022. The Program will be integrated into the Strategic Plan over time and a more in-depth summary of the Strategic Plan will be included in the next six-month update to the Board.

1.2 FACILITIES PROGRAM

The Program implements planned 21st century facilities improvements in select phases to support academy programs, reconstruct older schools and support facilities, and remove portable classrooms. The program commenced in 2013 and was further expanded in 2016 with increased funding sources and scope of planned improvements allocated to the program.

The replacement of older facilities housing K-5 students has been a major priority, followed by the construction of new K-8 facilities; all with 21st Century Learning Environment improvements that meet adopted Board specifications and program requirements. To date, four replacement school projects are complete and occupied. The reconstruction of Rose Avenue elementary school has commenced, making Rose Avenue elementary the fifth school reconstruction project for the program. The program also completed two Early Childhood Development Centers, and the construction of additional flex-classrooms for transitional (TK) and kindergarten (K) enrollment at existing school sites. Additional 21st Century upgrades are also planned to classrooms, MPRs, administrative, and library facilities at select school sites. The program will be further expanded to incorporate the Enhanced Master Construct Program adopted by the Board in 2022 which will provide for the reconstruction of Fremont and Lopez Middle schools, 21st century learning environments at Frank Middle, and additional improvements at the District’s K-8 schools.

Program projects, sequencing, and timelines continue to be reviewed and adjusted for consideration by the Board. The integrated program focuses largely on the use of local funds for continued reconstruction of existing schools and the construction of new school sites, and State aid reimbursements for improvements to multipurpose rooms and support facilities to accommodate the District’s educational program.

Major progress of facilities projects over the last six-month period include:

- Continued construction for the Rose Avenue reconstruction project
- Submittal of approximately \$10.5 million in modernization applications for improvements to McAuliffe and Ritchen elementary schools and the award of \$7 million in preschool, TK, and kindergarten facilities grants for Drifill elementary school for the State’s consideration under Financial Hardship
- Commencement of the procurement process to implement the Enhanced Master Construct Program including the design process for Fremont Middle School

1.3 FUNDING & SEQUENCING

The Program is funded by the use of Measure “R”, Measure “D”, and Measure “I” bond programs and other local funding, including developer fees, Mello Roos funds, and capital program balances. The Program also seeks to maximize State aid reimbursements for modernization and construction of school facilities as State funds become available.

The District has garnered approximately \$35 million in new construction and modernization grant funds for completed projects. Approximately \$10.5 million in additional modernization applications have been submitted to the State for improvements to McAuliffe and Ritchen elementary schools under the State’s financial hardship program for placement on the State’s “Funding Beyond Authority” list. The District has exhausted its eligibility for new construction funding until such time as enrollment once again begins to grow.

Voters in the District passed Measure “I,” in November 2022, approving \$215 million in new general obligation bond proceeds to be made available over approximately the next nine years. It is anticipated that approximately \$302 in planned and additional improvements will be achieved through the Enhanced Master Construct Program using local sources and State facilities grants and reimbursements. The first of Measure “I” bonds are anticipated to be sold in the spring of 2023 following the approval of a bond debt waiver from the State Board of Education.

1.4 RECOMMENDATIONS

It is recommended that the Board:

- Accept and adopt this semi-annual update to the Master Construct and Implementation Program
- Direct staff and CFW to proceed with recommended adjustments to the Program for its immediate implementation
- Establish a date for the next six-month review by the Board
- Action will be presented for the Board’s consideration at the next Board meeting in February

EDUCATIONAL PROGRAM

The District is in its second year of implementation of the “Student Profile” that details the attributes and knowledge a student must demonstrate at the end of eighth grade when matriculating to high school. This initiative creates a more intellectually challenging curriculum that integrates the Common Core State Standards (CCSS) and the Next Generation Science Standards (NGSS) with an aligned curriculum and instructional methods that promotes student engagement and exploration. English language arts and math are no longer taught in isolation but taught through an integration with science and history social science. To successfully master the curriculum, students must engage in 21st Century skills such as digital literacy, critical thinking, analyzing, problem solving, teamwork, self-management, and collaboration through the creation of projects that call for the integration of the CCSS and the NGSS. The student profile has been implemented TK-8th grade.

In 2013, the middle schools adopted Academies. The Academies were to provide a vehicle or area of interest to integrate the CCSS and NGSS into the curriculum with the addition of selected elective programs at each of the middle schools related to their Academy. Frank is the Academy of Marine Science and Engineering, Fremont is the Academy of Environmental Services and Innovative Design, and Lopez is the Academy of Arts and Sciences. The schools have had varying degrees of success in the development of their Academy programs.

The K-8 schools continue to have significant enrollment, with three schools over the educational specification of 900 students. Some of the K-8 sites are of sufficient size to allow for the additional classrooms needed for the full implementation of the TK program in the District. This would provide one continuous educational site for students as they matriculate through the grades.

2.1 STUDENT PROFILE: CURRICULUM AND INSTRUCTION

The District desires for students who leave eighth grade to be culturally, academically, and linguistically responsive so that they can deal with life in positive and productive methods. To this end, the District is in its second year of implementation of the “Student Profile” that details the attributes and knowledge a student must demonstrate at the end of eighth grade when matriculating to high school. This initiative creates a more intellectually challenging curriculum that integrates the Common Core State Standards (CCSS) and the Next Generation Science Standards (NGSS) with an aligned curriculum and instructional methods that promotes student engagement and exploration. English language arts and math are no longer taught in isolation but taught through an integration with science and history social science. To successfully master the curriculum, students must engage in digital literacy, critical thinking, analyzing,

problem solving, teamwork, self-management, and collaboration through the creation of projects that call for the integration of the CCSS and the NGSS. This program is in the second year of implementation and has been implemented at all grade levels and at all schools.

The focus over the last year has been on training teachers, educating parents and students, and continuing to develop the integrate curriculum using the CCSS and NGSS. The District piloted the teaching of the integrated units of study for grades TK- 6 that integrate the History Social Studies and NGSS standards into the English and Spanish language arts and the math standards. All the integrated units are put into “Canvas,” an online learning management system, for easy access by all teachers and other staff. These units are designed to be intellectually challenging and require students to demonstrate mastery of the standards. The District acknowledges that academic skills are important for students to learn but the goal is for students to apply these skills in different content areas.

District continues to focus on mathematical and literacy instructional strategies that promote 21st Century skills such as digital literacy, critical thinking, analyzing, problem solving, teamwork, self-management, and collaborating with others. Mathematical Thinking as an instructional tool was introduced last year and the District continues to use this instructional strategy to develop students into mathematical thinkers, to engage students in tasks that promote creativity, collaboration and problem solving, provide for multiple entry points, and varied solution strategies to require students to engage in higher order thinking and complex reasoning tasks.

For literacy, the District adopted a standard for an inquiry-based balanced literacy as foundational literacy and continues to use this strategy. Using this strategy, students learn to read for a purpose and to apply the literacy skills in real world situations that requires students to learn effective reading and writing strategies and apply these strategies through student centered practice. Students receive standards-based instruction and focus on content literacy that is organized through interdisciplinary units that promote critical thinking, inquiry, and social action. For the Dual Language Immersion program, to achieve biliteracy, students are engaged in an inquiry-based balanced literacy model that occurs daily in both Spanish and English. The Spanish language is heightened to value students’ culture and background.

The District remains focused on working with the middle schools on the integrating the CCSS and NGSS into their curriculum. This work has begun last year with the History Social Science standards and Social Justice Standards integrated with the English Language Arts standards into curriculum units. It has been expanded to all core instruction this year.

2.1.1 MIDDLE SCHOOLS

In 2013, the middle schools adopted academies. The academies were to provide integration of the CCSS and NGSS into the curriculum with the addition of selected elective programs at each of the middle schools. The District desired to increase the elective program offerings for students and to provide a choice for students. Through the academy elective classes, students were to be engaged in using 21st Century skills such as problem solving, analyzing problems and solutions, working collaboratively, and communicating effectively.

A middle school task force has been created by the District to review the programs offered and the instructional strategies used. They are using the 12 components from Taking Center Stage by which to review the programs offered. The goal is to have the full review and recommendations completed by June 2023 and begin to implement the recommendations in August 2023.

Frank is the Academy of Marine Science and Engineering and has developed robotics classes in the field of engineering. In the robotics classes, students work in teams to code and build robots that carry out specific tasks. They have competed in competitions and done well. In the science classes, there are units of study that specifically focus on Marine Science. Field trips are related to Marine Science and/or Engineering.

The Marine Sciences are offered within the existing science labs at Frank. Two classrooms were converted into one large classroom for the Engineering/Robotics program. There is mobile storage for the special equipment needed for the program. Students work in groups at one end of the classroom either coding or building their robots. When the robot is built, the students move the robot the other end of the room where there is room for the robot to move and for students to determine if the robot was programmed and built correctly to solve the problem they were to solve. The program could be enhanced by providing more flexibility in the furniture and the storage in the classroom and removing some of the old outdated built-in storage left in the classroom when used for other purposes.

Fremont is the Academy of Environmental Services and Innovative Design. The school is in the process of determining what specific elective courses they would like to offer students in the Environmental Sciences and Innovative Design. The selection of these courses is important as it will inform the design of the classrooms needed to fully implement the academy program at the site.

Lopez is the Academy of Arts and Sciences. The school offers piano keyboarding in addition to other music and art courses. There has been an intentional focus to include the science of art in the science classes. For example, the study of sound which is directly related to the music program at the school. When the school is rebuilt, specific classrooms need to be designed for the art and music program to include instrumental music as well as the piano lab. There needs to be space for students to perform either music concerts or recitals and for potential drama productions.

2.1.2 K-8 SCHOOLS

The K-8 schools are fully implementing the student profile and continue to offer various Academies through their elective program courses. The following are the academies for each of the K-8 schools:

- Driffill: Academy of Environmental Science and Global Awareness
- Chavez: Academy of Literacy, Communication Arts, and Technology
- Curren: Enriching Youth via Environmental Studies
- Kamala: Academy of the Arts and Technology
- Lemonwood: Academy of Communications through Arts and Technology
- Marshall: Academy of Visual & Performing Arts

- Soria: Academy: Technology, Arts and Language

In general, the K-8 schools in the District have struggled with their student enrollment and have become larger than originally desired with three of the schools Curren, Driffill and Kamala having over a thousand students. They were originally designed to house a maximum of 900 students. The MPR's and the administration space continue to be too small for the student population at the K-8 sites with the exception of Soria, Marshall and Lemonwood which was newly constructed. Some of the K-8 sites are large enough to house additional classrooms for the full implementation of the TK program in the District.

2.2 EXPANDED TRANSITIONAL KINDERGARTEN (TK)

The State of California has elected to expand the opportunities for younger learners to succeed by requiring districts to expand transitional kindergarten (TK) enrollment to all four-year-old children. School districts will now be given a three-year period to phase in TK enrollment requirements with students now eligible for TK in the Fall if they turn five between September 2 and February 2 for the 2022-23 school year, turn five by April 2 for 2023-24, and turn five by June 3 for 2024-25. Beginning in 2022, districts will also have the discretion, if desired, to fully accelerate implementation of the program by enrolling students at any time during the school year if a student will turn five years of age in that school year. Through the expansion of these programs, the State hopes to create for children greater equity in opportunities and learning outcomes, address bias, and promote equitable opportunities for early learners to sustain and accelerate the improved childhood outcomes associated with high-quality, early learning experiences. The expansion of TK enrollment to additional students by the State will require the addition of classrooms that meet the Title 5 requirements of 1350 square feet with a student restroom accessible from the classrooms as well as a storage/workroom.

The District has elected to begin implementing the TK program for all four-year-old students beginning this school year. Outside providers will continue to provide preschool programs for eligible three-year-old students. The District desires to place the four-year-old students at schools for matriculation purposes and will cluster the preschool programs throughout the District. At the current time, placing newly constructed preschool and TK programs at the K-8 schools makes the most sense as they have the space for these programs and can provide for a full matriculation of students TK-8th grade.

The District has constructed 77 classrooms meeting the Title 5 requirements for K, TK and Special Day-Severe (SDC) classrooms and refers to them as "kinder-flex" facilities. In addition, some of these classrooms have also been designed to accommodate Title 22 requirements for housing pre-school children as part of the design and construction of the Early Childhood Development Centers (ECDC) at Harrington and Lemonwood, beginning nine years ago. For full implementation of the TK program, the District will need additional Title 5 classrooms. At this time, only 54 of these classrooms are required to house the current kindergarten enrollment, leaving approximately 23 Title 5 classrooms available today to house approximately 40 percent of the total number of TK students that may enroll. Additional Title 5 classrooms will be needed at various schools in the District to accommodate the extra enrollment.

Driffill was recently awarded a grant for a total of ten new Title 5 classrooms from the OPSC Preschool, Transitional Kindergarten and Kindergarten Facilities Program. The school currently has two classrooms that meet Title 5 standards. Adding the ten additional classrooms to the school will provide for the full matriculation of the preschool through eighth grade. To build the new Title 5 classrooms, portable classrooms at the site will need to be removed. The school will need to reduce the enrollment to a maximum of 900 students. This can be done over time as larger classes leave the school and smaller classes are enrolled.

2.3 CONSIDERATIONS FOR MOVING FORWARD

As the District continues to move forward with this powerful instructional model, a continual review of the adopted facility specification for 21st Century classrooms will be needed. The 21st Century classrooms as designed and built in the District support the instructional shifts that are being required to implement programs that require students to create projects and products to demonstrate their understanding and mastery of the standards as well as provide for active engagement in learning and working collaboratively with others.

As the District continues to implement the “Student Profile” and the robust instruction and curriculum that requires students to create projects and products using digital literacy, critical thinking, analyzing, problem solving, teamwork, self-management, and collaborating, the classroom to support the instructional strategies is necessary. Greater reliance on technology and how to harness the power of technology to support learning will continue. Because the 21st Century classroom specification set by the District is flexible and mobile and promotes collaboration, teamwork and problem-solving, it is important that all students have access to this kind of learning environment.

In December 2022, the District adopted a new Strategic Plan titled “Oxnard EMPOWERS” which builds upon the Student Profile and further defines the mission and goals of the District. It is anticipated that the Strategic Plan will inform the Program going forward. The integration of the Program into the Strategic Plan will occur over time and a more detailed narrative of the impact on the Program will be included in the next six-month update.

The District will work with Fremont Middle School as it determines the elective programs needed to fully build out the Environmental Services and Innovative Design Academy. The specific curriculum taught in these classrooms will inform the design of the new classrooms at the site and the furniture, fixtures and equipment needed for full implementation of the program.

The District continues to see an increase in the needs for special education population. While the number of classrooms needed continues to increase, the support programs for the special education classes are also increasing. These programs include OT and sensory rooms, speech, psychologist, and counseling services. The District has implemented Wellness Centers at some of the schools and would like to increase the throughout the District to provide the wraparound services the families and students.

The additional requirement for the expanded Educational Learning Opportunities Programs (ELOP) have also placed a demand on the District’s facilities. These are programs offered afterschool and have additional materials and equipment that need to be housed at the school sites.

As the State moves to implement full day preschool and TK, additional Title 5 classrooms will be needed to house the preschool and TK students as the TK enrollment increases. There is an additional funding round for the OPSC Preschool, Transitional Kindergarten and Kindergarten Facilities Program which will open February 1, 2023, and close March 1, 2023. It is the anticipation that the District will apply for additional preschool, TK and K classrooms through this funding mechanism. The site that has the most eligibility and space for classrooms is Curren. If the District is successful in securing additional Title 5 classrooms, Curren will then have full matriculation of preschool through eighth grade.

ACADEMIC PROGRAM, FACILITIES & SPECIFICATIONS

3.1 ACADEMIC IMPACT ON FACILITIES

With the new initiatives that the District has implemented and the new programs the state has mandated, students will be creating projects and products that demonstrate mastery of the CCSS and NGSS. While most of the teaching will be in the general-purpose classroom, these classrooms need to be flexible and have the technology to support students actively engaged in their own learning. Moreover, some of the curriculum units and projects could benefit from a classroom that is designed to more specifically meet the academic objectives. For example, a science lab with proper materials and equipment for students to carry out experiments would benefit curriculum programs that have a science focus. Likewise, having a dedicated classroom with musical equipment that meets the specific needs of a music program, supports a performing arts and music focus.

The reconstructed schools and some of the existing schools now have rooms that support the Academic Strand or Academy focus of the school such as piano labs, robotics, science labs, and performing or art rooms. A goal for the district is for each school to have at least one room that supports the Academic Strand at the K-5 grade level or Academy focus at the K-8 schools with classrooms that provide the elective classes necessary for each of the these. These learning environments provide students the opportunity to actively participate in learning through hands on activities and creating projects that demonstrate mastery of the CCSS or NGSS. Where available, existing rooms can be repurposed to become STEAM (Science, Technology, Engineering, Art or Math), music, drama, robotics rooms, art classrooms or specific science focused labs. The goal of these learning environments is for students to have a place in which they collaborate with others to solve problems, create solutions for the problems, and then construct projects related to the standards they are learning.

The District has created classrooms in its reconstructed schools that support students in learning the CCSS and NGSS by providing learning environments that foster creativity, problem solving, communication and collaboration. Improvements to classroom environments at 11 of the schools in the District and the new 21st Century schools, Harrington, Elm, Lemonwood, Rose, Marshall, Rose and McKinna, provide the flexibility and mobility required for learning environments to promote the 21st Century instructional strategies such as collaboration, creativity, communications, and problem solving. These improvements need to be expanded to the remaining schools to provide equity in classroom environments for all

teachers to have the tools to provide the instructional shifts necessary to effect the “5 Dimensions of Teaching and Learning” (an instructional framework from the Center for Educational Leadership, University of Washington) and improve the instructional core in the classroom which is the educational focus of the District. When used to the fullest potential, the 21st Century Learning Environment provides a setting for teachers to become the facilitators of learning, guiding students to learning mastery and providing opportunities for students to engage with other students in projects that require application of knowledge and skills, seek out answers to questions and problems, and create projects that demonstrate mastery of the standards thereby becoming masters of their own learning.

Recent state mandates and requirements to the educational program are also impacting the District’s programs and facility’s needs. This year the state elected to further expand TK enrollment at public schools by requiring all four-year-old children to attend TK by 2025-26. It is also allows the phased implementation over a three year period for five year old children born after September 2 to enroll in TK classrooms. The implementation of the program begins with students eligible for enrollment when they turn five between September 2 and February 2 of the 2022-23 school year, turn five by April 2 for 2023-24 and turn five by June 3 for 2024-25. The State allows at a district’s discretion to accelerate these timelines and implement the program immediately. As such, the District has elected to accelerated the timeline by allowing all four year old children and previous excluded five year old children to enroll in TK in the fall of 2022.

The State’s goal is to expand and enhance the educational experience, increase equity in children’s opportunities and learning outcomes, address bias, and promote equitable opportunities for early learners to sustain and accelerate the improved childhood outcomes associated with high-quality, early learning experiences. Collectively, this will require all districts to add up to a full new grade level to their staff and facilities programs at each school in order to comply. Therefore, the educational specifications for classroom facilities, are proposed to be updated to meet this need and to preserve the district’s vision for all students and grades.

The State’s specifications for the new construction and funding of TK classrooms require a 1350 square foot classroom that meets Title 5 requirements, including a teacher prep area and age-appropriate furniture, fixtures, equipment and bathroom facilities. In anticipation of the expansion of the TK grade level at some point, all such new and reconstructed facilities have been designed and built by the District as “kinder-flex” facilities capable of meeting the Title 5 requirements for K, TK and Special Day-Severe (SDC) classrooms as needed. In addition, these classrooms have also been designed to accommodate Title 22 requirements for housing pre-school children as part of the design and construction of the Early Childhood Development Centers (ECDC) at Harrington and Lemonwood, beginning eight years ago.

The District has constructed 77 of these type of Title 5 classrooms up to this point throughout the district for this purpose. At this time, it only requires 54 of these classrooms to house the current kindergarten enrollment, leaving approximately 23 Title 5 classrooms available today to house approximately 40 percent of the total amount that may be required. Compared to others, the district has done a good job of anticipating this need, recognizing that the majority of other districts throughout the state are starting from scratch to meet this goal.

As the State moves to implement preschool and TK, the District has elected to provide a program for all four-year-old children that attempts to enroll them at their school of residence, assuming there is sufficient space for enrollment and matriculation. Otherwise, they may need to be clustered until additional facilities are constructed before returning to their school of residence. Outside providers will continue to provide preschool programs for three-year-old children in classroom facilities already licensed to Title 22 regulations at select school sites. The three-year-old program will continue to be accommodated in clusters where possible at specific school sites throughout the District.

The District continues to operate SDC Mild to Moderate and SDC Moderate to Severe programs for children who need additional academic support. Students in the SDC Mild to Moderate program per State requirements are to be housed in similar classrooms to general education students and be located in the same area as the general education classes. The District desires to cluster the SDC Mild to Moderate programs at TK-5 school sites with one classroom for the TK-2 grades and another for 3-5 grades.

Per State requirements, students in the SDC Moderate to Severe program are to be housed in classrooms that meet the needs of their handicapping condition. For students in the Deaf and Hard of Hearing (DHH) program, a general-purpose classroom works well with auditory supports or amplification systems installed. For some SDC Moderate to Severe students, ambulatory equipment or other sources of support may be necessary that may take extra classroom space. Students in these programs need a larger learning area as well as a restroom that is accessible from the classroom. The District currently has 22 SDC Moderate to Severe classrooms at the K through 8 grade levels. It may be optimal for the SDC Moderate to Severe program to be located at the TK-8 schools with one classrooms for the TK-2 grades, another for 3-5 grades and a third classroom for the 6-8 grades. This provides a continuum of services for students with significant handicap conditions through their elementary school years. When this arrangement is not possible, two classes clustered at a TK-5 school may work with these students matriculating to a SDC Severe class at the district's middle schools. The kinder/flex classrooms are designed to meet the housing needs of the SDC Moderate to Severe student program. These classrooms give the District maximum flexibility in the use of classroom space for educational programs that have unique needs.

For the District, 21st Century Learning Environments must be integrated with the State requirements for specific school facilities as defined by California Department of Education (CDE). They must also be integrated into the district's educational programs and desires to expand its opportunities and to eliminate its deficiencies in existing facilities. The following addresses these issues in terms of opportunities to achieve these goals and methods to address the shortfalls for improved educational program and facility options. These requirements have been incorporated into the District's educational specifications to be utilized in the transformation of the District and as corollaries in the implementation of proposed facility improvements.

3.2 21ST CENTURY FACILITIES

A learning environment geared for modern learning and rigorous instructional methods require thoughtful consideration for the features and amenities in that environment. CFW has assembled a

trademarked assembly of 21st Century Learning Environments to be used in conjunction with CCSS and NGSS which has been adopted by the District in the design and construction of its school facilities. It focuses on the integration of a digital environment with modern teaching methods that can be utilized with existing educational programs. The following is a summary description of 21st Century Learning Environments utilized in meeting the design and construction of the various facility components of the district's schools, including classrooms, media/learning centers, administrative and support spaces and multi-purpose rooms.

For improvements to existing facilities, a finer distinction is required to adequately interpret the proposed level of recommended 21st Century Learning Environment improvements. For this purpose and as used in the following sections, there are three main types of 21st Century improvements to existing or repurposed facilities: 1) upgrades to a 21st Century facility, 2) modernization to become a 21st Century facility, and 3) new construction or retrofitting of an existing space into a 21st Century facility. The upgraded 21st Century facility is generally in good condition and need only upgrades of furniture, fixtures and equipment to provide students or teacher/staff with mobile, flexible learning environments that have high technology capacity. The modernized 21st Century facility is generally older and needs upgrades for furniture, fixtures and equipment, new technology and additional improvements, or changes to the physical support systems to the facility such as roofing, HVAC or electrical systems. The newly constructed or retrofitted 21st Century facility requires all new construction or retrofitting of an existing area that might require moving of walls, changes to windows, and redesign of structural elements. These elements also recognize the built environment of existing schools and the need to adapt accordingly in the implementation of recommended 21st Century Learning Environment improvements to such spaces.

3.3 CLASSROOM FURNITURE, FIXTURES AND EQUIPMENT (FF&E)

The functionality of a classroom space is heavily dependent on its furnishings and equipment and the integration of their use in meeting educational objectives for a particular use or grade level. The following are descriptions of the 21st Century specifications for furniture, fixtures and equipment for classrooms and similar learning environments (e.g., Strand/Academy rooms)

Flexible Space and Adaptable Furnishings: Flexible space and adaptable furnishings are two of the keys that unlock the full potential of the classroom in the 21st century. Flexible rooms are designed to be as open as possible, so that the furniture inside can be configured for different purposes as needed, including arrangement for small groups, a class activity, or in traditional rows and columns for student test. An open-plan room requires flexible furniture to be able to achieve this simply and efficiently. The arrangement of adaptable furniture lends itself to the creation of small learning communities within classrooms or whole group instruction within a matter of minutes. Students can read, write, design, create, or discuss in a variety of arrangements, all of which can be reconfigured at the instructor's discretion.

Tables and Seating: In recent years, advances have been made in the ergonomic quality, build quality, flexibility, and sustainability of classroom furniture. From student desks and chairs to modular soft seating

and collaborative tables for small groups, the innovation in the industrial design of furniture has made configuring classrooms for almost any purpose easier than ever. Lightweight, durable, foldable, stackable, and adjustable, the new generation of tables, seating, and teaching stations is a key element of the model 21st Century Learning Environment. Student desks and chairs are easily moveable and provided at a size appropriate for TK through eighth grade age students. Both the desks and chairs have casters that can be locked to provide for easy movement and flexibility. Tables and seating can be adjusted to accommodate State or local classroom loading standards.

Tack Boards and Markerboards: There is a need for some wall spaces throughout the room that may be utilized by the instructor to pin student work, learning concepts, and other materials to the wall. Tack boards are preferably placed at age-appropriate level height to provide maximum utility to available wall space. A typical wall panel may be 4 feet in height by 8 feet in width or vice-versa and be interspersed with similarly sized wall panels that provide a writable surface.

Multiple write-erase surfaces are found on walls throughout the room, preferably at floor-to-ceiling height to maximize space for drawing, writing, or similar activities. Maximum flexibility of such surfaces is available on each of the four walls of the room. Walls with windows will normally require sliding markerboards so that windows can be covered if a full writable wall is needed. Markerboards should also be magnetic to allow materials (papers posters, etc.) to be magnetically “pinned” to the surface. Markerboards encompass approximately 65 percent of the total wall space in a general purpose classroom.

Storage: Traditional classroom casework often monopolizes wall space and over-saturates the room with storage functions for an “analog” design. In most 21st Century classrooms, only a limited supply of casework and storage are required. If a classroom is equipped with sink and counter, storage beneath the sink is appropriate. Multiple built-in shelves can be provided behind sliding markerboard walls five and a half feet above the floor to allow for mobile storage units, books, and learning materials, with one having the capability to recharge 1:1 devices.

High-Definition Displays: In the modern classroom, digital technology can be leveraged in two complementary ways: first, by fitting rooms with interactive digital displays (and the technology required to connect them to the Internet and to local networks); and, second, by providing students and teachers with devices that communicate wirelessly with those displays.

For each new classroom, three flat screen displays (or at least two in limited repurposed facilities) measuring at least 60 inches diagonally are found to provide easy visual access from any place in the classroom or to provide the ability to have students in three different groups receive three different sets of content for smaller group instruction. In student resource centers or school libraries, a substitution of one 100” high definition display monitor is usually used to present one set of information to the entire group. All displays should have at least three HDMI inputs and built-in Wi-Fi equipment or an attached accessory device that enables Wi-Fi access so that the teacher can use multiple kinds of equipment (handheld device, computer, DVD player, etc.) on each monitor.

Monitors are mounted to the wall by way of adjustable hydraulic brackets. The bottom edge of the display should be about six feet above the floor, but the adjustable mounting bracket will permit the display to be repositioned—e.g., to extend the display out from the wall and lowered approximately two or three feet to table height for better use by students and teachers.

Each room is equipped with a handheld video/audio source selection switching device to allow the instructor to adjust the video or audio source fed to the displays. The same image may be fed to all displays in a room, or a different image can be fed to each display. Additionally, the instructor will be able to control the source of the feed from the switch. For example, sources may include laptops or tablets used by student or teacher, DVD players, media streaming devices (e.g., Apple TV), document cameras, and digital microscopes. This feature allows the teacher to provide an unlimited amount of information to students providing students with visual examples, virtual field trips, interactive lessons, and engaging curriculum.

3.4 GENERAL PURPOSE CLASSROOMS

The CCSS and NGSS require students to collaborate, communicate, create and solve problems by applying the basic skills they have learned. Students must also engage in higher order thinking skills and more rigorous instruction. The District operates its educational instruction in general purpose portable or permanent classrooms. Under State standards, these classrooms must be 960 square feet or more and provide the space in which students study and learn the CCSS in the core subject areas: ELA, math, and social studies, and NGSS in science. The District also offers art instruction in these same type of classrooms.

The District will continue to provide general purpose permanent classrooms either as site built or modular construction that meet the State’s minimum size requirements and seek to improve the educational program by also ensuring, to the extent possible that the 21st Century FF&E elements outlined above are included to ensure that students are in learning environments that are conducive and promote collaboration, creativity, communication and problem solving as required by the CCSS and NGSS standards.

3.5 PRESCHOOL

The District partners with preschool programs at various sites throughout the District. The District would like to expand the ability to provide preschool programs as facilities and funds become available. In order to meet State licensing requirements, a preschool facility must conform to Title 22 of the California Code of Regulations. Minimum requirements include: a minimum of 75 square feet per child must be provided of outdoor activity based on the total licensed capacity that is located in an area that is easily and safely accessed by the children, including a shaded rest area with equipment and activities arranged so as not to interfere with each other; a 4’ fence must enclose the outdoor activity; a minimum of 35 square feet per child of indoor activity space must be available based on the total licensed capacity; an individual storage space for each child to store his/her belongings is needed; one toilet and one hand washing sink

for every 15 children with a separate toilet and sink for use by teachers, staff, ill children, or in the case of emergency must be available; and a drinking fountain must be installed for use by children both inside and outside. These standards can be integrated in the design of TK and kindergarten classrooms, expanding the potential use for “flex-classrooms” as the District has done at Harrington, Lemonwood, Brekke, and Ramona, including 21st Century FF&E elements.

3.6 KINDERGARTEN

The District operates a half day kindergarten program at some schools sites and an extended day kindergarten program at other sites with 24 students (local loading standards) in each classroom at all TK/K-5 and TK-8 grade schools. Some of the TK/K children are housed in regular classrooms and could best be served in dedicated TK environments that meet state requirements for both size of the classroom and restroom facilities. The latter must be accessible from the classroom to provide the level of supervision required for young students and the former space needed for the hands on educational experiences that are necessary for a robust early childhood educational experience.

The State standard and District specification for new or modernized TK/K classroom incorporates Title 5 mandates of not less than 1,350 square feet, including restrooms, storage, teacher preparation area, and wet and dry areas. The restrooms are self-contained within the classroom and designed to allow supervision of play yards as well as all areas of the classroom. The play yard is designed to provide a variety of activities for development of large motor skills. The district’s goal is to provide each classroom with the 21st Century FF&E elements described above to provide learning environments that support the requirements for learning and mastering the CCSS and NGSS by young children. These facilities have been approved by the Office of Public-School Construction (OPSC) for state grants, the California Department of Education (CDE) for compliance with state requirements, and the Department of the State Architect (DSA) for building code compliance.

3.7 EARLY CHILDHOOD EDUCATION CENTERS (ECDC)

The District has established ECDC Centers at both Lemonwood and Harrington school sites. These centers are designed to meet the needs of very young children enrolled in the District and are usually four or more classrooms. The facilities are designed and built to meet State Title 5 and district specification for TK/kindergarten classrooms as well as the Title 22 licensing requirements for preschool classrooms. To the extent possible, the classrooms are grouped around an early childhood playground which is fenced and shared by all the children. The drop off and pick up is located near the ECDC to facilitate parents bring and picking up their children. These centers are built to meet the developmental and educational needs of three- to five-year-old children, especially when there are space constraints at their school of residence to house very young learners. When children matriculate to kindergarten, they leave the ECDC and go to attend their school of residence, where possible. School sites with sufficient land are area or excess Title 5 facilities can be designated as an ECDC center or they may be built free standing, if needed. Normally, they operate independent of the school site administration.

3.8 SPECIAL EDUCATION –SDC SEVERE AND SDC NON-SEVERE

The District operates two kinds of Special Day Classes (“SDC”): 1) severely handicapped students (SDC SH or “SDC Severe”), and 2) Mild to Moderate handicapped students (SDC or “SDC Non-Severe”). Students in these programs are mainstreamed per their Individual Education Plan (IEP). The District groups the SDC Non-Severe classrooms and the SDC Severe classrooms at given school site resulting in not every school site having an SDC program. Some sites have two or more SDC classes with some of the classrooms housing SDC Non-Severe and others housing SDC Severe.

The District will continue to provide services for severely handicapped students that meet State standards and district specifications. The State standard for a classroom for students with moderate to severe profile for intellectual learning disabilities (SDC Severe) requires space that meets the needs of their handicapping condition and the required educational instructional materials necessary for the students. This includes a minimum classroom of 1350 square feet with an adjoining toilet and changing room, and for older students a laundry facility with a small kitchen for teaching independent living skills. The District’s educational specifications provide 21st Century improvements with mobile, flexible furnishings that meet the needs of the handicapping conditions of the students, wireless connectivity throughout the room and a wall mounted monitor for visual presentations and activities. In addition, classroom computers are provided with learning assisted software to meet the special needs of students.

Children in a SDC Non-Severe program need a classroom that is comparable to the general education classroom specifications at the school. The State standard for classrooms for the mild to moderate students is 960 square feet.

3.9 PROFESSIONAL SUPPORT SPACE

The District offers the full range of support programs to students who have additional learning needs and can benefit from additional services. These programs include speech, psychological services, and a Resource Specialist Program (RSP) with every school expected to provide comparable speech, psychologist, and RSP rooms. The adopted specification calls for speech rooms to be 250 square feet as the speech therapist works with small groups of students ranging from one to six students in a group. Similar specifications for a psychologist office is established at 150 square feet in order to meet with one or two students at a time and to use for individual student testing. The District embraces the push-in model for the RSP program with the RSP teacher working with the general education teacher to provide instructional strategies within the general education classroom. There are times, however, when the RSP teacher works with small groups of students on a pull-out basis, rarely more than 12 at a time. The education specification calls for one room of 480 square feet to meet this need.

RSP, speech, psychologist and counseling services will continue to be provided for students at each of the schools. The State requires 480 square feet if 9-28 students are on the RSP caseload. An additional 200 square foot room is required to support speech, and psychologist and counseling services beyond the office space provided above. Again, 21st Century improvements including mobile, flexible furnishings,

white boards, a monitor on the wall, and wireless connectivity will be incorporated into each of these support spaces so that maximum flexibility is achieved to support the students and provide students the same educational experience that they have in the general-purpose classroom.

In addition to the support programs described above, each school also needs an office for a counselor and a flex office for itinerant personnel who come to the school to provide professional services to the students and their families.

3.10 LIBRARY MEDIA CENTERS

The District desires to have library media centers that feature open flexible spaces, maker's spaces and small group study rooms. The design and furnishings provide settings that inspire students to actively pursue knowledge and create their own experiences and are a focal point of dynamic 21st Century learning, which supports the District's educational programs. Library Media Centers become the hub for students to be empowered with 21st Century skills referred to as the four C's – critical thinking, communication, collaboration, and creativity skills. The Library Media Centers are considered an extension of the classroom, a place where utilizing an integrated approach, innovative practices and effective strategies can empower students to learn, think critically, communicate effectively, work collaboratively with peers, and become creative in their approach to analyze information and solve problems.

The state standard for a Library/Media Center requires the size of the library to be proportional to the maximum planned school enrollment but not less than 960 square feet, provide security for technology and media equipment, contain space and capability for computer terminals for student to use for research and report writing, be designed for open and closed-circuit television, have a dedicated phone line, electrical outlets for stand-alone computers, and conduit connecting all instructional areas.

The District specification builds upon the State standards by providing 21st Century amenities that create an open and inviting area that can accommodate both large and small groups designed to encourage students to want to seek information and collaborate with others. The main library area is 1200 square feet that is open and can be arranged in a variety of ways to meet differing uses of this space. There are 3 breakout rooms of approximately 150 square feet in newly constructed areas in which students can work in small groups or with a teacher or at least 2 in renovated, but limited space. There are two single use ADA accessible restrooms of 75 square feet each. The furniture is inviting, comfortable, moveable, and flexible so that the space is easily reconfigured to meet the needs of the various groups using the space. Books are on bookshelves around the perimeter of the room and on sturdy moveable shelves. There is wireless internet connectivity throughout. There is a variety of furniture so that different kinds of arrangements are possible and different kinds of uses of the space are encouraged. A large 100-inch flat screen display is mounted on one wall for group activity use.

3.11 MULTIPURPOSE ROOMS

Each school within the District operates a multi-purpose room (MPR). The MPRs are used for a variety of functions: lunch, assemblies, performances, staff development, parent meetings, special programs, community events, and afterschool programs. Each MPR also has a kitchen for the preparation of breakfast and lunch meals as needed. The District desires to have each school have no more than three lunch periods. The 21st Century specifications call for MPRs to function well with multiple uses. In this case, the number of desired lunch periods and number of assemblies required to accommodate the enrollment are primary drivers for assessment and equipping of MPRs. Other planned multiple uses for the area also influence the space. The size of lunch/assembly areas are generally configured to support an allowance of 15 square feet per student, excluding preparation, storage and bathroom facilities. MPR space must provide for multiple daily uses in design and operation.

The District operates two different sizes of MPR's: a smaller facility at the K-5 schools with 6,175 square feet, a larger MPR/Gym at the K-8 schools of 8,025 square feet and a 14,250 square foot middle school facility. capable of accommodating a complete sport and audience. The difference is that the MPR/Gym functions as an MPR and also meets the requirements for volleyball and basketball competitive events at the K-8 and middle schools. Schools that function as a smaller K-8 school will have MPRs similar in size and function as the K-5 educational specification and do not meet the needs for competitive volleyball and basketball. The middle school GYM accommodates a competitive sport and audience.

To provide for the district's requirements, the following 21st Century improvements would be added to existing spaces: a 90-inch monitor is mounted on the wall away from physical activity areas with wireless connectivity throughout the room. Cafeteria tables are provided that easily fold and are quickly moved to provide flexible space for assemblies and community events in MPRs, especially for those with older facilities and furnishings to the degree possible. There is a portable stage, where necessary, that is quickly assembled and disassembled that provides a performance space for students, band and choir. On parent or staff development days, this space is also available for group meetings, with the monitor serving as a "screen" for the presenter to project images or presentations. Where necessary and possible, a remote-controlled retractable screen and mounted projector may be added or substituted, preferably located in the area that best supports the portable stage.

3.12 PIANO KEYBOARD LABS

The District desires to offer a piano keyboarding program at each K-5 school and to support the middle school Visual and Performing Arts Academy. While there are no set State standards for music rooms, they must provide adequate acoustics and space for the educational program. Consideration should also be given as to the location of the program so that the noise does not impact other classrooms. Twenty-first Century improvements would be added to these rooms by providing one wall mounted monitor so that students can view a video of an exemplary musical performance, or view their own performance to use as feedback for improved technique. There are limited whiteboards, wireless connectivity, and mobile furnishings to provide maximum flexibility.

Classrooms that are converted into piano keyboards labs will have keyboards placed in rows with a center isle so that the teacher can walk down the aisle and look down the row at the keyboards to monitor student practice techniques and engagement. There is space between each of the rows that allows for the teacher to move easily behind each of the students to provide individual feedback as necessary. There are 16 student keyboards in the room with two students using each keyboard. There is one instructor keyboard along with the digital board for listening placed at the front of the room. Each of the keyboards is hooked up to the electrical outlet provided along each of the two walls. The keyboards and the instructor’s keyboard and monitor device are networked together. There is a large flat screen display at the front of room so that students can view a video of an exemplary piano and musical performance, or view their own performance to use as feedback for improved technique.

3.13 ACADEMY ROOMS

There are no State standards for Academy Rooms. These rooms are defined by the specific nature of the instructional needs of the Academy program and are most often defined by the specific curriculum and equipment that enhances the instruction in one or more areas of science, technology, engineering, art and/or math. The District seeks such a space for students to work collaboratively and create projects to purposefully use the basic skills, knowledge and strategies they have learned. The Academy Rooms may vary from 960 square feet to 1200 square feet and are furnished with tables, computers, and equipment deemed consistent with the intended use of the space (e.g. 3D printer, robotics components, science materials, video/green screen areas, measuring equipment, art supplies, and musical instruments). Mobile storage carts are used to store instructional equipment and can be moved to the area students are working in to create and build what they have designed or programmed. These rooms will have the 21st Century FF&E elements but the specific furnishings and equipment will vary depending on the Academic Strand Focus or Academy of the school.

3.14 INTERVENTION ROOMS

As with Academy Rooms, there are no state standards for an intervention room. This room is used in a variety of different ways depending on the interventions being taught. Most often, students come into the room for extra help with reading or math. The students sit at table in groups and work with a reading or math specialist. Often, two or three specialists share the room and work with different groups of students at the same time. The intervention room is usually the same size as a classroom, 960 square feet, and is divided into small areas by mobile storage units, not walls. The mobile storage units also serve to store instructional curriculum and equipment. It is important that the classroom space is open so that it can be configured differently as the intervention needs change for the students. In each of the small learning areas is a mobile table and five student chairs and a teacher chair. These rooms have the 21st Century mobile furniture and fixtures but do not need the three monitors or the technology as discussed with the general purpose 21st Century classrooms. Intervention rooms are to be provided at all K through 8 school sites.

3.15 SCIENCE LABS

Middle school programs are critical to build upon elements that students have mastered in the lower grades to better prepare students for high school requirements and pathways to college, careers and well-paying jobs upon graduation. By creating academies and specialized science facilities in support of such activities at each of the middle school grade levels, students are better prepared for the robust instruction they will receive at the high school level and beyond. These academies need to be structured on the matriculation of students from elementary programs and geared to further matriculating students into established high school pathways to better support a K-12 articulated educational program.

Academy and science labs are used in two different ways depending on the school structure and the credentials of the teacher. At a middle school in which students move to a different subject area each period of the day, the science lab has a dedicated teacher with a science credential to teach the students. This science lab is used as the teacher's primary teach station throughout the day. At a K-8 school, students may be with the same teacher throughout the school day and rotate into the science lab based upon an established schedule. In this case, the science lab is only occupied when a class is scheduled into the science lab and many different classes at the school use the science lab.

Each of the schools with a grade 6-8 enrollment is specified to have a 21st century science lab with an adjacent shared storage room. The science lab will be 1,200 square feet of open space, equipped with Wi-Fi connectivity, mobile group science tables with chemical resistant tops, and stools and workstations that can be moved as needed to support the instructional needs of the day. A mobile table is provided to the teacher for instruction or to provide demonstrations to all or a select group of students. There are three high-definition monitors on the walls that allow students to observe close-up demonstration from their workstations for such things as equipment to be used in an upcoming lab activity, the proper technique for its use, or a particular detail to demonstrate how students will make measurements in an experiment. With a remote control and digital camera, the instructor can adjust the zoom on a detail for all students to see how to correctly carry out experiments or other directions. There are white boards on multiple walls that allow for additional student work and collaboration areas. Storage in the room is in mobile cabinets so that materials and equipment can be moved to the student workstations as needed.

An adjoining storage room of 100 square feet per science room (200 square feet when shared by two science labs) in which chemicals and other supplies are kept is accessible and secured from the main lab area as required by the state. This storage area may be shared with the adjacent classroom. On one wall, a long trough sink with six faucets for student use to clean science equipment at the conclusion of an experiment is provided. Standard fixtures required for safety, including a mobile fume hood, and an eye wash station are also in the room.

3.16 EDUCATIONAL SPECIFICATIONS

Educational specifications for facilities are required by Education Code sections 14001 and 14030. Although school districts have wide latitude in the design of their schools, they must ensure that the

design is consistent with the California Code of Regulations, Title 5 standards, which include quantifiable minimums for various school site attributes, including site acreage and classroom square footage.

Educational specifications outline essential educational concepts and detailed facility requirements so that the “form” of school facilities effectively follows the “function” required by the educational program. Educational specifications also help to anticipate activities, evaluate existing school sites and estimate costs associated with the modernization and construction of school facilities. This information is needed in order to determine the educational specifications for each school that will inform the future facilities planning efforts.

An assessment of the educational vision, goals and programs for the District was previously undertaken in determining how the school facilities should be designed to function and operate to meet the educational program needs of the students. The District’s Master Construct Program adopted educational specifications for new schools based on these goals and State guidelines.

Table 1 summarizes the District’s adopted K-5 specifications that provide schools for 700 students per State loading standards (25:1) housed in 23 general purpose classrooms, 4 kindergarten classrooms, and 1 special education/RSP classroom. Within the general-purpose classrooms, K-5 schools also feature piano and academy labs and Maker’s/academy rooms as well as intervention rooms. Other support features include administrative, teaching support spaces, library, and MPR facilities. MPR facilities are also designed for school and community use, accommodate the student population in a preferred 3 lunch but not to exceed a maximum of 4 lunch periods, provide mobile performance and assembly space and active physical activity student use. The K-5 Education Specifications are proposed to remain the same. To accommodate the additional TK students that may enroll in the District, these students will be housed in Title 5 classrooms at their school of residence, if such space is available or placed in ECDC facilities until they matriculate to the kindergarten facilities of their school of residence.

Table 1: Adopted K-5 Educational Specifications - 700 Students

SPACE	AREA	UNITS	TOTAL
Classroom	960	23	22,080
Kindergarten / TK	1,120	5	5,600
Flex Room (Special Ed, K, TK)	1,120	1	1,120
Special Ed/RSP/Speech	960	2	1,920
Teaching Space (Total Sq. Ft.)			30,720
Flex Room	150	1	150
Counselor Room	150	1	150
Psychologist Room	150	1	150
Teaching Support Space (Total Sq. Ft.)			450
Workroom/Storage	200	3	600
Toilets	65	6	390
Equipment Storage	100	1	100
Kindergarten/Flex Support Space (Total Sq. Ft.)			1,090
Lobby/Waiting	300	1	300
Reception/Clerical	75	2	150
Principal's Office	200	1	200
Admin Assistant	75	1	75
Conference Rm	250	1	250
Work/Main Copy Room	250	1	250
Health Office	100	1	100
Nurse/Health Clerk	75	1	75
Health Office Toilet	65	1	65
Workroom/Lounge	600	1	600
Kitchenette/Vending	150	1	150
Staff Toilets	195	2	390
Parent/Multi-Purpose/Workroom	300	1	300
Storage Room	100	1	100
Administrative Space (Total Sq. Ft.)			3,005

SPACE	AREA	UNITS	TOTAL
Circulation Desk	50	1	50
Work/Processing Room	200	1	200
Storage Room	100	1	100
Reading Room	900	1	900
Story Telling Nook	400	1	400
Stacks	400	1	400
Textbook Storage	200	1	200
Small Breakout Room	100	3	300
Tech Work/Storage Rm	150	1	150
Library and Resource Center (Total Sq. Ft.)			2,700
Multipurpose Room	3,500	1	3,500
Chair/Table Storage	200	1	200
Control Room	75	1	75
Music Platform	1,400	1	1,400
Instrument Storage Room	200	1	200
Serving/Prep Kitchen	350	1	350
Walk-in Refrigerator & Freezer	75	2	150
Dry Storage	75	1	75
Locker Alcove	50	1	50
Office/Workstation	75	1	75
Toilet/Changing	75	1	75
Custodial Services	100	1	100
Multipurpose Facility (Total Sq. Ft.)			6,250
Lunch Shelter	2,800	1	2,800
Kindergarten Shade Structure	1,200	1	1,200
Restrooms	2,200	1	2,200
TOTAL CLASSROOMS		31	
TOTAL BUILT AREA (SQ. FT.)			50,415

Table 2 summarizes the District’s K-8 specifications that provide schools for 900 students at State standards (26:1), including 28 general purpose classrooms (two of which are intervention rooms), 4 kindergarten classrooms, 3 science/flex labs, and 3 special education/RSP classrooms. Special support facilities require additional prep and work room areas for science as well as support facilities for special education, RSP, counseling, speech, and psychologist support spaces. Specifications provide a gymnasium facility for combined student and community assembly, meal serving and athletics with commercial kitchen, serving, and presentation space, lockers, and storage. Other support features include administrative and library facilities. These specifications will remain the same for the K-8th schools. The newly enrolled TK students will be housed in available or repurposed classrooms that are Title 5 compliant at their school of residence or at ECDC facilities until they matriculate to the kindergarten facilities of their school of residence.

Table 2: Adopted K-8 Educational Specifications - 900 Students

SPACE	AREA	UNITS	TOTAL
Classroom	960	28	26,880
Kindergarten	1,120	4	4,480
Science/Flex Lab	1,200	3	3,600
Special Ed Classroom	960	2	1,920
Special Ed/RSP	960	1	960
Teaching Space (Total Sq. Ft.)			37,840

RSP Room	480	1	480
Counselor Office	150	1	150
Speech Office	250	1	250
Psychologist Office	150	1	150
Science: Prep/Work Room	200	1	200
Special Ed: Independent Living	320	1	320
Special Ed: Laundry/Storage Rm	100	1	100
Special Ed: Toilet/Changing Rm	95	1	95
Teaching Support Space (Total Sq. Ft.)			1,745

Workroom/Storage	200	2	400
Toilets	65	4	260
Equipment Storage	100	1	100
Kindergarten Support Space (Total Sq. Ft.)			760

Lobby/Waiting	400	1	400
Reception/Clerical	75	2	150
Principal's Office	200	1	200
Asst. Principal Office	300	1	300
Admin Assistant	75	1	75
Conference Rm	250	1	250
Work/Main Copy Rm	250	1	250
Health Office	100	1	100
Nurse/Health Clerk	75	1	75
Health Office Toilet	65	1	65
Workroom/Lounge	600	1	600
Kitchenette/Vending	150	1	150
Staff Toilets	195	2	390
Parent/MP/Workroom	300	1	300
Parent/Storage Rm	100	1	100
Administrative Space (Total Sq. Ft.)			3,405

SPACE	AREA	UNITS	TOTAL
Control Desk	100	1	100
Work/Processing Rm	200	1	200
Storage Room	100	1	100
Reading Room	900	1	900
Story Telling Nook	400	1	400
Stacks	400	1	400
Textbook Storage	200	1	200
Small Breakout Rm	250	1	250
Tech Work/Storage Rm	200	1	200
Library and Resource Center (Total Sq. Ft.)			2,750

Multi-Purpose Rm	4,400	1	4,400
Chair/Table Storage	300	1	300
Control Room	75	1	75
Music Platform	1,400	1	1,400
Instrument Storage Rm	200	1	200
Changing Rooms	600	1	600
PE Equipment Storage	200	1	200
Serving/Prep Kitchen	450	1	450
Walk-in Refg/Freezer	75	1	75
Dry Storage	75	1	75
Locker Alcove	50	1	50
Office/Workstation	75	1	75
Toilet/Changing	75	1	75
Custodial Services	100	1	100
Multipurpose Facility (Total Sq. Ft.)			8,075

Lunch Shelter	3,600	1	3,600
Kindergarten Shade Structure	1,200	1	1,200
Restrooms	2,800	1	2,800

TOTAL CLASSROOMS		38	
TOTAL BUILT AREA (SQ. FT.)			62,175

As shown in Table 3, the District's adopted Education Specifications for 6-8 middle schools to accommodate 1,200 students at State standards (27:1) are revised to more accurately reflect the academic program based on the departmentalization of the academic domains. The new specifications have decreased the overall general purpose classrooms from 41 to 37 and increased the science labs from two to six to accommodate all 6-8th graders housed in science labs for science instruction. Also reflected is the increase in the support facilities to include work/prep rooms for the additional science labs. In addition to the 37 general purpose classrooms (of which three are intervention rooms), the specifications continue to call for 3 special education/RSP classrooms, 1 art lab, and 1 band/orchestra room. Special support facilities require additional prep and work room areas for science as well as support facilities for

visual arts and music, RSP, counseling, speech, and psychologist. Full-service gymnasium facilities are required to serve middle school grade requirements. Other support features include administrative and library facilities.

Based on current enrollment, Fremont will be reconstructed with sufficient classrooms to house 750 middle school students. All other facilities will be constructed to the district’s 6-8 educational specifications. If enrollment increases, only additional classrooms will need to be added to the site.

Based on site constraints, Lopez will be reconstructed with sufficient classrooms to house 750 middle school students. All other facilities will be constructed to the district K-8 educational specifications except for the MPR facility which will be reduced in size to that comparable to those at the K-8 facilities (8,075 vs. 14,025 square feet).

Table 3: Adopted 6-8 Educational Specifications - 1200 Students

SPACE	AREA	UNITS	TOTAL
Classroom	960	37	35,520
Special Ed/RSP	960	3	2,880
Science Lab	1,200	6	7,200
Art Lab	1,200	1	1,200
Band/Orchestra Rm	1,500	1	1,500
Teaching Space (Total Sq. Ft.)			48,300

RSP	480	1	480
Counselor Office	100	2	200
Speech Office	250	1	250
Psychologist Office	150	1	150
Science Prep/Work Room	100	6	600
Visual Arts Work/Storage Rm	200	1	200
Music Instrument Storage Rm	200	1	200
Music Workroom/Office	100	1	100
Teaching Support Space (Total Sq. Ft.)			2,180

Lobby/Waiting	400	1	400
Reception/Clerical	75	2	150
Principal’s Office	200	1	200
Admin Assistant	75	1	75
Asst. Principal Office	150	2	300
Conference Room	250	1	250
Work/Main Copy Rm	250	1	250
Health Office	100	1	100
Nurse/Health Clerk	75	1	75
Health Office Toilet	65	1	65
Faculty/Staff Workroom/Lounge	600	1	600
Kitchenette/Vending	150	1	150
Staff Toilets	195	2	390
Parent/Conference/Workroom	300	1	300
Storage Room	100	1	100
Administrative Space (Total Sq. Ft.)			3,405

SPACE	AREA	UNITS	TOTAL
Circulation Desk	100	1	100
Librarian Office	100	1	100
Work/Processing Rm	200	1	200
Storage Room	100	1	100
Stacks	600	1	600
Textbook Storage Rm	300	1	300
Small Breakout Room	250	1	250
Tech Work/Storage Rm	200	1	200
Tech Room/MDF	150	1	150
Library and Resource Center (Total Sq. Ft.)			2,000

Practice Gymnasium	9,600	1	9,600
PE Equipment Storage	400	1	400
Locker/Changing Rm	1,200	2	2,400
PE Staff Office	300	1	300
PE Staff Locker/Toilet	150	1	150
Chair/Table Storage	300	1	300
Food Prep Kitchen	650	1	650
Walk-in Refg/Freezer	75	1	75
Dry Storage	75	1	75
Locker Alcove	50	1	50
Office	75	1	75
Toilet/Changing Rm	75	1	75
Custodial Services	100	1	100
Gym/MPR/Food Service Facility (Total Sq. Ft.)			14,250

Lunch Shelter	2,800	1	2,800
Restrooms	3,000	1	3,000

TOTAL CLASSROOMS		48	
TOTAL BUILT AREA (SQ. FT.)			76,185

FACILITIES PROGRAM

The Board adopted the Enhanced Master Construct Program in June 2022, and the Program implements planned 21st century facilities improvements in select phases to support academy programs, reconstruct older schools and support facilities, and remove portable classrooms. The program commenced in 2013 and was expanded in 2016 with increased funding sources and scope of planned improvements allocated to the program and further expanded in 2022 with additional funding sources and scope for the improvement of the District’s existing middle schools.

The previous Master Construct Program has been focused on increasing the number of K-8 school facilities and replacing older schools, portable classrooms, and support facilities with permanent K-5 & K-8 schools; all with 21st Century Learning Environments. To date, four replacement school projects are complete and occupied. The reconstruction of Rose Avenue elementary school has commenced, making Rose Avenue elementary the fifth school reconstruction project for the program. The program also completed two Early Childhood Development Centers, and the construction of additional flex-classrooms for transitional (TK) and kindergarten (K) enrollment at existing school sites. Additional 21st Century upgrades are also planned to classrooms, MPRs, administrative, and library facilities at select school sites. Funding for these improvements is primarily from a combination of existing local sources and anticipated State aid reimbursements. With the passage of Measure “I” in 2022, the Enhanced Master Construct Program will reconstruct Fremont and Lopez Middle schools, provide 21st century learning environments at Frank Middle and increase the scope of improvements for the District’s K-8 schools.

Program projects, sequencing, and timelines continue to be reviewed and adjusted for consideration by the Board. The integrated program focuses largely on the use of local funds for continued reconstruction of existing schools and the construction of new school sites, and State aid reimbursements for improvements to multipurpose rooms and support facilities to accommodate the District’s educational program.

The following section provides an update of projects under management and projects anticipated to be initiated over the next six-month period. Project highlights are presented along with proposed adjustments to the budget and timeline. These components are then carried over for further consideration in the Master Budget, Schedule and Timeline recommendations in this report.

4.1 COMPLETED PROJECTS

Completed projects include improvements to kindergarten facilities at Ritchen, Brekke, and McAuliffe schools, and construction of science labs at Chavez, Curren, Kamala, Dr. Lopez Academy, and Fremont

schools to accommodate the educational reconfiguration plan. The deployment of state-of-the-art learning resources, including 1:1 mobile devices for all students and teachers at every school district wide was also provided. Four new 21st Century reconstructed schools were provided at Harrington, Elm, Lemonwood, and McKinna elementary schools to replace the prior obsolete facilities. A new 12 classroom building serving grades 6-8 was completed at Marshall elementary school. New kindergarten/flex classrooms at Brekke, McAuliffe, Ritchen, and Ramona elementary schools were completed, as well as kindergarten annex facilities at Lemonwood and Harrington elementary schools. The District has completed the land purchase of the new Seabridge elementary school site and the Doris/Patterson elementary and middle school sites. Design approval from the Division of State Architect (DSA) and California Department of Education (CDE) for the new Seabridge K- 5 elementary school project was achieved. In addition, the design plans received DSA and CDE approval for the modernization improvements planned at McAuliffe and Ritchen elementary schools. Funding for the projects to date has been from local sources, primarily Measure “R” and Measure “D”.

4.2 PROJECTS UNDERWAY

Construction is underway for the reconstructed Rose Avenue elementary school. The design plans for the modernization efforts planned at McAuliffe and Ritchen elementary schools have both received DSA and CDE approval and funding applications have been submitted to the State for Financial Hardship consideration. In October 2022, the design plans for the new Seabridge elementary school became subject to a code compliance review and will be required to be resubmitted to the DSA prior to the commencement of construction activities. As a result the construction of the Seabridge project is on hold until needed to accommodate future enrollment growth or to be operated as a replacement school if the need arises. Planning efforts associated with the Local Agency Formation Committee (LAFCo) approval for the Doris/Patterson project continue, however the project has not yet commenced the design process. Design and construction of the new Doris/Patterson 6-8 school has been deferred pending the approval of additional future funding. The MPR facilities for the K-8 schools are proposed to be implemented as part of the Enhanced Master Construct Program. An application has been submitted to the State for funding for new preschool, TK, and K classrooms at the Driffill elementary school site. The District was awarded approximately \$7 million to implement the project and design efforts are underway.

The following sections provide further detail on the status of projects summarized above and expected outcomes over the next six months.

4.2.1 ROSE AVENUE ELEMENTARY RECONSTRUCTION

New facilities planned for the Rose Avenue Reconstruction project include a two-story classroom building, library, administration space, multipurpose room, playfields, hard courts, and support spaces. This project is being constructed in two (2) phases. During the initial phase, the new campus buildings will be built on the existing play fields. The second phase will consist of the demolition of the existing campus and the construction of new play areas and fields. The District conducted a groundbreaking ceremony in late October 2021 which was well received. Construction commenced in early November 2021.

As of the end of November 2022, construction work continues on the entire site with all buildings standing, and are at various phases of construction. Building A, the Administration Building, is the furthest along. The exterior finishes are being applied, the roofing is complete, and the interior drywall has been completed. Building B, which will house the school kitchen, serving line, and Multipurpose Room has been roofed, exterior wall coverings are going on and the interior drywall is being installed. Building C, Classroom Building, which includes the school library has been roofed, steel stud walls erected, and exterior and interior wall coverings are being installed. The site grading has begun with the various areas of concrete and landscape being roughed in.



Rose Avenue Elementary School Construction Progress

The project is proceeding with construction utilizing existing local funds on hand. The current Board approved “all in” budget for the Rose Avenue project is \$51.1 million. No budget adjustments are recommended at this time.

An application for new construction remains on the State’s beyond bonding authority list awaiting review by the State and is pending availability of State funds and the District’s new construction eligibility at the time the application is reviewed. The application was originally submitted as a “Financial Hardship” project prior to the decision to move forward with construction with local funds. At time of review by the State and subject to the District’s new construction eligibility at time of review, the application would need to be amended as a 50/50 reimbursement application and is estimated to garner approximately \$12.4 million. The District would need to have substantial enrollment recovery at time of review of this application by the OPSC to qualify for funding.

4.2.3 MCAULIFFE ELEMENTARY MODERNIZATION

The McAuliffe modernization project improves 28 existing classrooms, provides for repurposing of existing spaces to STEAM Academy and piano labs, and improves support spaces to comply with the District’s vision and specification for 21st Century K-5 classrooms and support school facilities. Upgrading the library into a Media Center is proposed which provides for the inclusion of 2 breakout rooms. The repurposing of two adjacent supply rooms into administrative and counselor space is also provided. Other interior improvements include allowances for modernized improvements to floors, walls and ceilings, sinks, electrical systems, and furnishings, as well as data and other technology upgrades consistent with those available at similarly reconstructed schools, where possible. The project has received approvals from both DSA and the CDE.

The current Board approved “all in” budget for the McAuliffe project is \$4.9 million. No budget adjustments are recommended at this time. A funding application for modernization grants has been submitted to the State under the financial hardship program for the project to be placed on the State’s beyond bond authority list. It is estimated that this application could garner approximately \$5.5 million. Upon approval of the application by the State and receipt of funds, the project budget may require adjustment based on the construction costs at that time and final approved grants.

4.2.4 RITCHEN ELEMENTARY MODERNIZATION

The Ritchen modernization project improves 28 existing classrooms, provides for repurposing of existing spaces to STEAM and piano labs, and upgrades the MPR and library to comply with the District’s vision and specification for 21st Century K-5 classrooms and student support facilities. The library improvements also provide for the inclusion of 2 breakout rooms. Interior improvements include allowances for modernized improvements to floors, walls and ceilings, sinks, electrical, and furnishings, as well as data and other technology upgrades. The project has received DSA and CDE approval.

The current Board approved “all in” budget for the Ritchen project is \$4.4 million. No budget adjustments are recommended at this time. A funding application for modernization grants has been submitted to the State under the financial hardship program for the project to be placed on the State’s beyond bond authority list. It is estimated that this application could garner approximately \$5 million. Upon approval of the application by the State and receipt of funds, the project budget may require adjustment based on the construction costs at that time and final approved grants.

4.2.6 FREMONT MIDDLE SCHOOL

The Fremont Academy of Environment Science and Innovative Design (Fremont) 6-8 school is located at 1130 North “M” Street on a 24.3-acre parcel bounded by North “H” and “M” Streets, Devonshire Drive and residential development to the south. Based on the 2021-22 school year, Fremont has a total enrollment of 761 students. Students participate in an academic curriculum that heavily focuses on the integration of environmental science and design into the core curriculum content and through programs such as science courses designed around environmental science principles. The school was originally built in 1961 and has a total of 35 permanent classrooms, a computer and a tech lab, and 11 portable classrooms. Approximately 26 of these spaces are used as general-purpose classrooms for core subject areas: Language Arts, Social Studies, and Math. There are four science labs, one Digital Design lab and one band/orchestra room. The SDC program is spread across three classrooms, all of which are approximately 910 square feet. Most of the permanent classrooms are in the northwest corner of the campus in various building clusters. The primary support spaces, such as the administration building, library, and gymnasium, are located on the central western portion of the campus with portable classrooms located northwest of the permanent classroom space. The amphitheater and lunch shelter are located northeast of the gymnasium and south of most of the permanent classrooms.

The hard-court area is located south of the gymnasium and stretches to the southwestern end of campus, while the playfields encompass most of the eastern half of the campus. The parent/student drop-off area is in front of the administration building on North “M” Street, while the bus drop-off is located on the

western side of campus between the cafeteria building and tennis courts. There are 80 staff and visitor parking spaces located on the far west side of campus, stretching from the permanent classroom area to the tennis courts. The campus fields provide a major student and community youth recreational resource for after school hour and weekend sport use.

The existing facilities are old and by previous Board consideration are proposed to be replaced pursuant to the Master Construct program. The reconstruction strategy would rebuild a new middle school facility on the open space portion of the site along H Street, but away from Glenwood, maintaining the operation of the existing facility during construction of the replacement school and replacing it thereafter with improved open and recreational space for school and community use. A conceptual site plan has been previously presented to the Board for consideration and is the basis for the latest proposed new Fremont campus. The only significant changes include a proposed phased build-out of the school to incorporate the existing and projected enrollment of approximately 750 students at the site and the need to design the facility in such a manner that a subsequent phase to accommodate increased enrollment, if needed, would only require the construction of additional classrooms. Likewise, only four science labs instead of the specified 6 would be constructed to meet the proposed enrollment. The lay-out of the school facilities would be such that an additional classroom wing and required science labs could be built without major modifications to the site in the future. Other support spaces would be designed to the district's adopted specifications for a 6-8 middle school to accommodate a 1200 student enrollment.

The reconstructed school would include multi-storied classrooms to accommodate up to 750 students. The proposed project would construct 34 classroom facilities. The school would include 24 general purpose classrooms, an academy room, and 3 dedicated special education rooms, all of 960 square feet. In addition, 4 science labs and an art lab of 1200 square feet each, and a band/orchestra room of 1500 square feet would be constructed. Teaching support spaces of 1,980 square feet, administrative space of 3,405 feet, and library facilities of 2,000 square feet would be provided per the adopted educational specifications for a 6-8 school. Multipurpose facilities of 14,250 square feet, a lunch shelter of 2,800 square feet as well as student and staff restrooms would be provided as required by code. Parking and student pick up/drop off areas would be provided off North H Street which would become the entrance to the new facility leaving room for school and community use of the reconfigured paly fields. An allowance for offsite improvements is also provided.

4.2.7 TK, K, AND ECCL FACILITIES AT DRIFFILL ELEMENTARY SCHOOL

Based on a review of enrollment and existing classrooms, an application for funding was submitted to the State for Driffill elementary school in April 2022 for the construction of 12 new classrooms for kindergarten, TK, and preschool services at the Driffill site. The application includes a maximum of four classrooms for each grade. The application is intended to assist Driffill in meeting the educational specifications for TK and K students and to assist in the creation of an Early Childhood Development Center.

The State's specifications for the new construction and funding of such classrooms require a 1350 square foot classroom that meets Title 5 requirements, including a teacher prep area and age-appropriate

furniture, fixtures, equipment and bathroom facilities. The facilities are proposed to be designed and built to meet State Title 5 and district specification for TK/kindergarten classrooms as well as the Title 22 licensing requirements for preschool classrooms. A new playground would also be constructed in the center of the classrooms.

4.2.2 SEABRIDGE ELEMENTARY NEW CONSTRUCTION

The New Seabridge K-5 School consists of a new elementary school north of Oxnard’s Seabridge neighborhood along Wooley Road. The site was purchased in 2013. New facilities include a two-story classroom building, library, administration space, multipurpose room, playfields, hard courts, and support spaces. The design plans for the new Seabridge elementary school received DSA approval in October 2018 and CDE approval in July 2018. In October 2022, the design plans for the new Seabridge elementary school will be subject to a code compliance review and will require to be resubmitted to the DSA prior to the start of construction activities. The new Seabridge elementary school has been designed to provide increased District permanent capacity or a replacement school for other aging district schools if needed. It is proposed that the Seabridge project be moved from Phase 3 to the later Phase 4 implementation schedule to accommodate the estimated timing of future funding.

Two new construction applications for the project remain on the State’s beyond bonding authority list awaiting review by the State and are pending availability of State funds and the District’s new construction eligibility at the time the application is reviewed and are estimated to garner approximately \$16.8 million. The District would need to have substantial enrollment recovery at time of review of these applications by the OPSC to qualify for funding. The current Board approved “all in” budget for the Seabridge project is \$28.6 million. No budget adjustments are recommended at this time; however, cost increases may occur at time of implementation given recent trends in construction costs.

4.2.5 DORIS/PATTERSON NEW CONSTRUCTION

The District has acquired a 25-acre parcel at the corner of Doris Avenue and Patterson Road for the construction of a new 700 student K-5 and 1,200 student 6-8 middle school facility, or a combined K-8 campus plus the ability to accommodate a District administrative center. The District has completed the California Environmental Quality Act (CEQA) and Department of Toxic Substances Control (DTSC) review requirements for the project. Pursuant to the Ventura County Local Agency Formation Commission (LAFCo), this project requires annexation into the City of Oxnard. The scope of off-site improvements requested by the City far exceed the demands of the proposed District project. The current Board-approved budget is \$800,572 for the project’s environmental planning and LAFCo efforts and \$9.2 million for land acquisition. No change in budget is recommended at this time.

As reported in December 2021, the design and construction of the new Doris/Patterson 6-8 school has been deferred pending the approval of additional future funding. The design and construction of the new Doris/Patterson K-5 school continues to be proposed in Phase 4. The new Doris/Patterson K-5 school is yet to be designed and is dependent on the District’s need for increased capacity or replacement of aging schools. The current Board approved “all in” budget for the Doris/Patterson K-5 project is \$29.6 million.

No budget adjustments are recommended at this time; however, cost increases may occur at time of implementation given recent trends in construction costs.

4.2.6 IMPROVEMENTS TO MPR/SUPPORT FACILITIES

The Program identified MPR and gym facilities to be modernized at the District's remaining K-5, K-8 and 6-8 school facilities. The MPR facilities for the K-8 schools are proposed to be implemented as part of the Enhanced Master Construct Program.

4.3 SUMMARY ENHANCED MASTER CONSTRUCT PROPOSED IMPROVEMENTS

As shown in Table 10, an estimated \$302.6 million is required to fund the proposed the Enhanced Master Construct program. Proposed projects are summarized and grouped by grade configuration, type of improvement and estimated costs. Types of improvements are further organized into three categories: 21st Century Classrooms, Support Facilities, and Additional Improvements. 21st Century classrooms provide improvements to classrooms based on adopted specifications, Support Facilities refer to improvements such as MPR/gymnasiums, libraries, and administration/support spaces, and Additional Improvements refer to upgrading of a school's utility and safety infrastructure such as roofing repairs, select upgrades to exterior conditions, installation of security cameras, HVAC upgrades, and removal of portables.

Table 4: Summary of Proposed Improvements

School	Est. Amount
Fremont 6-8	
New Campus	\$63,758,461
Allowance for Offsite Improvements	\$2,000,000
Subtotal	\$65,758,461
Dr. Lopez 6-8	
New Campus	\$53,558,467
Allowance for Offsite Improvements	\$1,500,000
Subtotal	\$55,058,467
Frank 6-8	
21st Century	\$6,375,165
Support Facilities	\$4,371,798
Additional Improvements	\$4,543,160
Subtotal	\$15,290,123
Subtotal 6-8	\$136,107,051
Curren K-8	
21st Century	\$5,122,309
Support Facilities	\$17,139,217
Additional Improvements	\$2,681,438
Allowance for Offsite Improvements	\$1,500,000
Subtotal	\$26,442,963
Kamala K-8	
21st Century	\$4,899,735
Support Facilities	\$11,226,427
Additional Improvements	\$2,082,681
Allowance for Offsite Improvements	\$1,500,000
Subtotal	\$19,708,843
Chavez K-8	
21st Century	\$2,744,016
Support Facilities	\$10,002,025
Additional Improvements	\$450,271
Allowance for Offsite Improvements	\$1,500,000
Subtotal	\$14,696,311
Driffill K-8	
21st Century	\$3,447,263
Support Facilities	\$13,926,372
Additional Improvements	\$692,336
Subtotal	\$18,065,971
Marshall K-8	
21st Century	\$3,127,680
Support Facilities	\$1,969,277
Additional Improvements	\$279,261
Subtotal	\$5,376,218
Soria K-8	
21st Century	\$3,904,945
Subtotal	\$3,904,945
Subtotal K-8	\$88,195,251
Brekke K-5	
21st Century	\$3,088,875
Support Facilities	\$1,999,423
Additional Improvements	\$2,911,735
Subtotal	\$8,000,033
Ramona K-5	
21st Century	\$2,851,271
Support Facilities	\$3,952,095
Additional Improvements	\$550,705
Subtotal	\$7,354,070
McAuliffe K-5	
21st Century	\$4,593,568
Support Facilities	\$1,291,139
Additional Improvements	\$1,757,884
Subtotal	\$7,642,590
Ritchen K-5	
21st Century	\$4,593,568
Support Facilities	\$1,097,247
Additional Improvements	\$675,326
Subtotal	\$6,366,142
Subtotal K-5	\$29,362,835
Proposed ECDC	
Driffill	\$3,086,209
Curren	\$1,023,086
Rose	\$4,929,979
Subtotal ECDC	\$9,039,273
Total of All Projects	\$262,704,410
Program Reserve (15%)	\$39,866,364
Grand Total	\$302,570,774

PROGRAM FUNDING & EXPENDITURES

The following section reviews existing and anticipated sources of funds for implementing the proposed facilities projects identified as part of the Enhanced Master Construct Program. Two major sources are considered: the State School Facilities Program (SFP) and a potential new general obligation bond program. The District has a history of participating in the State SFP by upfront the costs of eligible local school improvements and then seeking reimbursements from the State for eligible expenses and amounts. The District has previously passed local GO bond measures in support of the Master Construct Program at substantially high rates of local voter approval in 2012 and 2016.

5.1 STATE MATCHING GRANTS

Through the Office of Public School Construction (OPSC), the State of California provides funding assistance to eligible school districts through the School Facility Program SFP. OPSC operates various programs pursuant to State law and provides projects to be considered by the State Allocation Board (SAB) for funding. Funding is provided to school districts in the form of per pupil grants, with supplemental grants for site development, site acquisition, and other project-specific costs. Individual pupil grant amounts are periodically reviewed for adjustment by the SAB. The program provides new construction and modernization grants to construct new school facilities or modernize existing schools. To receive State grants, a district is required to match the grant portion from available district funds. This may include proceeds from local general obligation bonds, developer fees, and a district's general fund. Under certain specific conditions, a district may qualify and apply for a release of its local match requirement through a financial hardship review and approval by the OPSC and the SAB, subject to additional constraints and requirements.

Historically, project funding by the State has been supported through the periodic approval of State bonds for school construction by California voters. In November 2016, California voters approved Proposition (Prop.) 51, authorizing \$7 billion for new construction, modernization, Career Technical Education (CTE), and Charter funding for K-12 facilities. Up to recently, the OPSC has reported that all authorized funds from Prop. 51 for new construction and modernization applications under the SFP have been fully allocated. Received applications after September 12, 2018, for new construction and after March 1, 2019 for modernization have been placed on an "Applications Received Beyond Bond Authority" waiting list in

the order of date received, which is presented to SAB for acknowledgement, but not approval, and are slated for review once additional funds are made available.

In May 2022, the Governor Newsom released the May Revision of the 2022-23 State of California (State) budget for K-12 education allocating additional funds to the SFP. The State’s historic revenue surplus presented an opportunity for the State to further support K-12 education on one-time programs and services. The May Revision included approximately \$4 billion in one-time General Fund monies for the SFP allocating \$2.2 billion in 2021-22, \$1.2 billion in 2023-24, and \$625 million in 2024-25 to support new construction and modernization projects. The May Revision also includes approximately \$1.8 billion in one-time funds for deferred maintenance, HVAC, and energy improvements. This is anticipated to be applied against the “Applications Received Beyond Bond Authority” waiting list allowing most of these to anticipate funding in the years ahead.

CFW continues to monitor grant applications to the State and activities of the SAB for the allocation of eligible State funding. The strategic blending of these programs is required to support the balance of local investment that may be required to fully implement the Master Construct Program. These programs are summarized below as well as the District’s current and projected eligibility for program funding. Applications that have been approved by the District and submitted to OPSC are also presented.

5.1.1 STATE AID MODERNIZATION

The SFP Modernization Program provides funds on a 60-40 State and local sharing basis for improvements that enhance existing school facilities. Eligible projects include modifications such as air conditioning, plumbing, lighting, and electrical systems. Applications are submitted to the OPSC in two stages:

1. **Eligibility:** Modernization eligibility is established separately for each school site and requires that permanent facilities be at least 25 years old and portable facilities be at least 20 years old. Students must be enrolled in those facilities based on State classroom loading standards of 25 per classroom for grades K-6 and 27 per classroom for grades 7-8. Once established, site eligibility is not subject to annual review.
2. **Funding:** A district with modernization eligibility may request funding on a 60-40 State grant/local match basis. The 2022 pupil grant is currently \$5,568 for elementary grades and \$5,888 for middle school grades. Eligible costs include design, construction, educational technology, testing, inspection, furniture and equipment. Limited supplemental funding is available for excessive cost such as fire safety and accessibility improvements. Grant levels are periodically reviewed by the State. Program funding is subject to project performance and certification at the completion of construction.

Table 5 provides a summary of the SFP modernization grants received to date with the implementation of the Master Construct Program totaling approximately \$3.9 million. These grants were received as

reimbursement modernization grants from prior SFP eligible improvements made to Fremont, Harrington, Lemonwood, Elm, and McKinna. These funds have been used in support of the Master Construct Program.

Table 5: Estimated Modernization Grants Received

Projects	Application #	Standard Pupils	SDC Pupils	Base Grant	Sup. Grant	Total Grant
1 Fremont	57/72538-00-026	131	8	\$1,003,960	\$93,926	\$1,097,886
2 Harrington	57/72538-00-027	87	0	\$581,160	\$108,508	\$689,668
3 Lemonwood	57/72538-00-028	175	0	\$841,400	\$239,311	\$1,080,711
4 Elm	57/72538-00-029	101	0	\$485,608	\$126,260	\$611,868
5 McKinna	57/72538-00-030	78	0	\$375,024	\$68,422	\$443,446
Total		572	8	\$3,287,152	\$636,427	\$3,923,579

Table 6 summarizes the District’s estimated current and future eligibility for State modernization grants for remaining eligible permanent and portable classrooms based on 2022-23 school site enrollment. During Phase 1 scheduling of eligible projects for the FY2022-26 period, the District may be eligible for approximately \$26.5 million in remaining State matching modernization grants from existing classrooms. A local match of approximately \$17.7 million would be required by the District to access these grants. Future eligibility of approximately \$15.6 million is estimated to be available through Phase 2 for the period 2027-2030, requiring a then local match amount of approximately \$10.4 million. In total, approximately \$42.1 million in modernization grant eligibility is anticipated based on maintaining current enrollment at the eligible school sites.

Table 6: Estimated Modernization Eligibility by Phase

School	FY2022-23 Enroll	Pupil Grant	Phase 1 (2023-2026)	Phase 2 (2027-2030)	Total Grant (60%)
1 Harrington	538	\$5,568	\$0	\$0	\$0
2 Elm	483	\$5,568	\$0	\$0	\$0
3 McKinna	590	\$5,568	\$0	\$0	\$0
4 Rose Avenue	497	\$5,568	\$417,600	\$0	\$417,600
5 Brekke	590	\$5,568	\$3,073,536	\$0	\$3,073,536
6 McAuliffe	510	\$5,568	\$2,839,680	\$0	\$2,839,680
7 Ritchen	504	\$5,568	\$2,733,888	\$0	\$2,733,888
8 Ramona	579	\$5,568	\$2,828,544	\$0	\$2,828,544
9 Marina West	489	\$5,568	\$0	\$2,722,752	\$2,722,752
10 Sierra Linda	525	\$5,568	\$2,923,200	\$0	\$2,923,200
11 Lemonwood	928	\$5,568	\$0	\$0	\$0
12 Marshall	729	\$5,568	\$0	\$3,619,200	\$3,619,200
13 Driffill	1008	\$5,568	\$0	\$0	\$0
14 Chavez	879	\$5,568	\$0	\$4,894,272	\$4,894,272
15 Curren	921	\$5,568	\$278,400	\$0	\$278,400
16 Kamala	954	\$5,568	\$835,200	\$0	\$835,200
17 Soria	921	\$5,568	\$0	\$0	\$0
18 Frank	1045	\$5,888	\$6,152,960	\$0	\$6,152,960
19 Fremont	738	\$5,888	\$0	\$4,345,344	\$4,345,344
20 Dr. Lopez Academy	758	\$5,888	\$4,463,104	\$0	\$4,463,104
Total	14,186		\$26,546,112	\$15,581,568	\$42,127,680

These amounts are subject to annual review and require the submittal and approval of DSA of proposed improvements prior to submittal to OPSC for consideration. Therefore, the actual amount received may be further influenced by the plan of sequence and phasing that may be undertaken by a district in the implementation of its capital program.

5.1.2 STATE AID NEW CONSTRUCTION

The State’s New Construction Program provides State funds on a 50/50 State and local sharing basis for eligible projects that add permanent classroom capacity to a school district. The goal is to add capacity to school districts to house students, including the construction of a new school or the addition of classrooms to an existing school. Applications are submitted to the OPSC in two stages:

1. **Eligibility:** Eligibility for new construction funding is not site specific and is determined by the gap between a district’s projected enrollment and its existing permanent classroom capacity. Classroom capacity is based on State loading standards of 25 students per classroom for elementary grades and 27 students per classroom for middle grades. Historical and projected student enrollment, plus approved, but not yet built residential units, are utilized to estimate the gap between the number of future students and the current ability to house students in permanent facilities. Portable classrooms are not counted by the State as being permanently

available to house pupils. Until approved for construction, eligibility is subject to annual review.

2. **Funding:** Once eligibility is approved; a district may apply for funding on a 50/50 State grant/local match basis. The 2022 pupil grant is currently \$14,623 for elementary grades and \$15,466 for middle grades and is counted based on each student found to exceed a district’s permanent capacity to house students. Eligible costs include design, construction, testing, inspection, furniture and equipment, and other costs closely related to the actual construction of school buildings. Supplemental grants are available for site acquisition, utilities, on/off-site and general site development, and other excessive costs. Grant levels are periodically reviewed by the State.

Table 7 provides a summary of funding received from new construction reimbursement grants during the period of the current Master Construct Program’s totaling approximately \$30.9 million. As previously presented to the Board, the District has exhausted its eligibility for new construction funding until such time as enrollment once again begins to grow. All of these funds have been used or pledged in support of the Master Construct Program.

Table 7: SFP New Construction Grants Received

Projects	Application #	Standard Pupils	SDC Pupils	Base Grant	Sup. Grant	Total Grant
1 Driffill	51/72538-00-001	0	0	\$3,712,107	\$558,304	\$4,270,411
2 Driffill	50/72538-00-009	350	9	\$4,032,792	\$697,880	\$4,730,672
3 Harrington	50/72538-00-011	625	26	\$8,219,097	\$1,461,426	\$9,680,523
4 Lemonwood	50/72538-00-013	473	0	\$5,570,487	\$1,697,465	\$7,267,952
5 Ritche Kinder	50/72538-00-016	0	18	\$638,712	\$134,140	\$772,852
6 Brekke Kinder	50/72538-00-017	0	18	\$638,712	\$138,485	\$777,197
7 McAuliffe Kinder	50/72538-00-018	0	18	\$638,712	\$139,292	\$778,004
8 McKinna	50/72538-00-022	0	28	\$770,245	\$1,120,264	\$1,890,509
9 Ramona Kinder	50/72538-00-024	0	18	\$638,712	\$128,109	\$766,821
Total		1,448	135	\$24,859,576	\$6,075,365	\$30,934,941

5.1.3 PRESCHOOL, TRANSITIONAL KINDERGARTEN, AND KINDERGARTEN FACILITIES

At various times, the State provides limited funds for competitive applications to fund specific school facilities. The State’s Full Day Kindergarten Facilities Grant Program (FDKFGP) was initiated in 2019 to provide one-time grants to construct new or retrofit existing facilities for the purpose of providing kindergarten classrooms to support full-day kindergarten instruction.

The Governor’s budget for FY2021-22 expanded the program, including \$490 million in one-time grants to construct new or retrofit existing facilities for the purpose of providing classrooms to support full-day preschool, transitional kindergarten or kindergarten instruction. An additional \$100 million has been made available for the program for FY2022-23. A state/local match of 75/25 is required for transitional kindergarten and preschool projects or half-day kindergarten programs converting to full day. Districts

that already have full-day kindergarten programs require a 50/50 match (state/district) for new construction and a 60/40 (state/district) match for retrofit projects.

Consideration is based on enrollment, inventory and usage criteria with facilities meeting state requirements, including Title 5 space requirements for kindergarten classrooms and similar Title 22 requirements for preschools. Title 5 space requirements include classrooms of no less than 1,350 square feet each inclusive of a teacher prep area and age-appropriate furniture, fixtures, equipment, and bathroom facilities. The State is limiting the number of preschool and transitional kindergarten classrooms to districts eligible for funding to four each, with no restriction on the number of kindergarten classrooms that may be funded.

Two rounds of funding, one conducted in April 2022 for approximately \$225 million and the other in February 2023 for approximately \$365 million. Hardship funding is available to offset the local match for districts that exceed their 60 percent bonding capacity and are levying the maximum developer fee. The April 2022 funding application round was oversubscribed with the State receiving approximately \$1.3 billion in applications. The State provides priority points to districts with high Free and Reduced meal rates (at least 60%) and that qualify for financial hardship.

An application for funding was submitted to the State for Driffill in April for the construction of 12 new classrooms for kindergarten, TK and preschool at the Driffill site. The District was found to be eligible for 10 new classrooms by the State. The OPSC made the determination that two of the existing kindergarten classrooms located on the campus met the minimum requirements for Title 5 and did not meet the standard for replacement. On October 26, 2022, the SAB approved an apportionment of \$7 million in grants for new classrooms at Driffill elementary school. The District is required to provide a match of \$3 million. It is estimated that the District will receive approximately \$1.5 million in design/planning funds from the State by early December. The remaining \$5.5 million will be released upon submittal of the Division of State Architect and California Department of Education design plan approval letters to the OPSC. In total, the project will have a total development cost of approximately \$10 million.

5.1.4 SUBMITTED STATE AID APPLICATIONS

Table 4 presents State aid applications that have been filed with the OPSC that are awaiting review and funding by the State, totaling approximately \$22.9 million. It also reflects the current pupil grant amounts in effect for 2022 by the SAB and estimated additional anticipated allowances for supplemental grants such as site development and land acquisition costs.

Over the last six months, CFW received a request from the OPSC to provide an updated review of the District's new construction eligibility in response to the State's review of the District's two new construction funding applications for the Seabridge project. CFW updated the District's new construction baseline eligibility based upon the school year 2022-23 enrollment and current residential development information from the City of Oxnard. The new enrollment figures and updated housing developments within the District boundaries, although positive, still did not result in a positive new construction

eligibility baseline. Subsequently, the District withdrew the two Seabridge new construction applications for consideration for funding at this time

The Rose Avenue application remains on the State’s beyond authority list and will be subject to eligibility requirements at time of review by the OPSC. Additional applications have been filed for the modernization projects planned at Ritche and McAuliffe elementary schools. These applications for Ritche and McAuliffe elementary schools have been submitted assuming Financial Hardship. Should the District choose to accelerate these projects with local funding, these applications may be amended to require a 60/40 matching share. This would result in a reduced grant of approximately \$3.3 million for McAuliffe, requiring a \$2.1 million District match and a grant of approximately \$3 million for Ritche, requiring a \$2 million District match.

Table 8: Submitted State Aid Applications

Projects	Type	Standard Pupils	K-6	7-8	SDC Pupils	Non Severe	Severe	Est. Base Grant	Est. Sup. Grant	*Total Est. Grant
Rose Avenue	New Const.	675	675	0	35	26	9	\$10,954,815	\$1,439,250	\$12,394,065
McAuliffe	Mod.	534	534	0	0	0	0	\$2,973,312	\$297,331	\$5,451,072
Ritche	Mod.	491	491	0	0	0	0	\$2,733,888	\$273,389	\$5,012,128
Total		1,700	1,700	0	35	26	9	\$16,662,015	\$2,009,970	\$22,857,265
<i>Total New Construction Pupils Used</i>		675	675	0	35	26	9	\$10,954,815	\$1,439,250	\$12,394,065
<i>Total Modernization Pupils Used</i>		1,025	1,025	0	0	0	0	\$5,707,200	\$570,720	\$10,463,200

**Total grant assumes Financial Hardship for McAuliffe & Ritche*

Over the next six months, the team will continue to monitor application status with OPSC and respond to any new opportunities, exceptions, and review notices received in order to keep the District as informed as possible on any needs for program adjustments.

5.1.5 FINANCIAL HARDSHIP FUNDING

The State provides a Financial Hardship Program to assist districts that cannot provide all or part of their local match for an approved modernization or new construction SFP project. In Financial Hardship, the State funds its normal grant amount, and if a district is found to be eligible, provides an additional grant amount equal to the portion of the match that would have been required to be funded by a district. This in effect increases the amount of grant funding a district would otherwise receive. To qualify, a district must be charging the maximum developer fee and meet one of the following criteria:

- Bonded indebtedness of 60 percent or greater
- Successful passage of a Prop. 39 Bond
- District total bonding capacity of less than \$5 million

At this time, the District has exceeded its net bonding capacity by 60 percent and may be eligible for Financial Hardship.

Under the current Financial Hardship Program, a district must have exhausted all unencumbered capital fund balances available for modernization or new construction at the time of application. In addition, any funds that become available during the time the District is in the Hardship period will reduce the amount of the State’s grant in lieu of the District’s match, proportionally. Audits of available capital facilities funding (e.g., Funds 21, 25, 35) are required throughout the project period that a district is in Hardship funding and at “close out”, or completion of the project. Until approved for construction, eligibility is subject to review every 6 months. A district can apply for both planning and/or construction funds.

Except for land acquisition and some site service costs, 100 percent hardship grant funding does not typically equate to 100 percent of the total development costs associated with the design and construction of an eligible project. Often projects must be phased, alternate methods of construction (e.g. modular) must be employed to achieve the desired space requirement for housing students or additional local funding must be provided thereafter to complete a project using hardship funding.

As pointed out in other cases, the OPSC has implemented a change to the Financial Hardship program requiring that the Financial Hardship period begin on the date of application, regardless of the date an application is reviewed by OPSC or approved by the SAB – restricting its use. This requires that the District sequence projects proposed for Financial Hardship after any and all anticipated and available capital funds are encumbered, which may result in delaying Financial Hardship projects to later implementation phases of the Master Construct Program, once other funds have been exhausted.

5.2 DEVELOPER FEES

Developer fees levied on new residential and commercial construction in a school district attendance area are permissible under State Education Code, Section 17620 and may be used to meeting the District’s match requirement for eligible State assistance projects. The purpose of these fees is to mitigate the student enrollment impact that would be generated by new development. Fees may be used to fund the construction of new school facilities, the modernization of existing facilities, or the reopening of closed facilities. The regulations also permit an inflation-based increase in developer fees every two years based on changes in the Class B construction index. There are three levels of developer fees that can be assessed:

- **Level 1** fees are established by statute and adjusted by the State Allocation Board and are currently \$4.79 per square foot of residential development and \$0.78 per square foot of commercial and industrial development
- **Level 2** fees constitute up to 50% of the State allowed cost for construction and sites, if the school district meets specified eligibility tests and assumes that the will State pay for the other 50% of cost through the SFP
- **Level 3** fees are the same as Level 2, but include the State's 50% share as well, but only when the State declares it is out of funds for new construction

A Developer Fee justification study must be completed in order to levy Level 1 or Level 2 fees and in the event that the State declares that it is out of new construction state grant funds, the same report may allow the District to levy Level 3 fees. At the Program’s inception in 2013, approximately \$3.4 million in

developer fee fund balance was allocated to the Program. Since the initial \$3.4 million allocated to the Program in 2013, the District has collected approximately \$10.2 million in additional developer fee revenues as of April 30, 2022, for a grand total of \$13.6 million in collected revenues.

In April 2022, the District adopted a Residential and Commercial/Industrial Development School Fee Justification Study prepared by Cooperative Strategies that established the justification for collecting Level 1 fees. Based on the District’s fee sharing agreement with the Oxnard Union High School District, the District collects 66% of the maximum Level 1 fees, or \$3.16 per square foot for residential development and varied rates per square foot for commercial development as follows:

Table 9: Maximum School Fee per Square Foot for Commercial Development

CID Land Use Category	Maximum School Fee
Retail and Service	\$0.203
Office	\$0.318
Research and Development	\$0.276
Industrial/Warehouse/Manufacturing	\$0.245
Hospitals	\$0.252
Hotel/Motel	\$0.103
Self-Storage	\$0.006

Source: 2022 Residential and Commercial/Industrial Development School Fee Justification Study by Cooperative Strategies

To establish a nexus and a justifiable residential School Fee level, the Study evaluated the number and cost of new facilities required to house students generated from future residential development within the School District. Based on data provided by the Southern California Association of Governments, approximately 7,067 additional residential units could be constructed within the District's boundaries through calendar year 2035. Of these 7,067 future units, 4,452 are expected to be single family detached and 2,615 are expected to be multi-family attached units. By dividing the total amount of anticipated units (7,067) by the buildout period (13 years), it is anticipated that approximately 544 units may be built each year from 2022 through 2035. This average buildout and the corresponding square footage of new residential development is the basis for the anticipated annual developer fees revenues to be realized by the District during this period. Based on the Level 1 fee of \$3.16 per square foot of new residential development and the total square footage of approximately 1 million resulting from the construction of 544 units, the District could expect to receive an estimated \$3.7 million in developer fees annually.

As reported in December 2021, Cooperative Strategies reported to the District that due to the District’s enrollment declines, Level 2 fees are no longer justified, and the District will have to revert to Level 1 fees. For purposes of budgeting for the program, Level 1 fee of \$3.16 has been assumed in projected available developer fee funds for the program.

Since the initial \$3.4 million allocated to the Program in 2013, the District has collected approximately \$10.2 million in additional developer fee revenues as of April 30, 2022, for a grand total of \$13.6 million in collected revenues. Based on the projections provided by Cooperative Strategies and the 2022 Residential and Commercial/Industrial Development School Fee Justification Study, it is estimated that

the District may collect approximately \$41.1 million in developer fees over the life of the Program using the current Level 1 fee of \$3.16.

The District is required to complete a biennial update to the Level 1 Study in order to continue collecting Level 1 fees for the next two years. Similarly, the District is also required to complete an annual update to the Level 2 Study in order to resume collecting Level 2 fees.

5.3 GENERAL OBLIGATION BONDS

General obligation (G.O.) bonds are the most widely used and efficient method of financing school facility improvements locally in California. More than 600 school districts in the state have issued G.O. bonds to finance necessary improvements. These bonds are secured by an annual levy on all taxable parcels within the boundaries of a school district. The levy is based on the assessed value of a parcel as determined by the county, pursuant to Proposition (Prop.) 13. Traditionally, G.O. bonds carry far lower interest and issuance costs than other financing options. Buyers of most California school bonds receive an exemption from state and federal taxes on the interest portion of the bonds purchased, allowing for a lower rate of interest to a district to finance improvements over time.

The District has used G.O. bonds previously to fund major school facility improvements and has been very successful in making use of public financing options and garnering community support to improve school facilities, including those as part of the Master Construct Program. The District successfully passed local G.O. bond authorizations in 1997, 2006, 2012, 2016, and 2022.

5.3.1 EXISTING G.O. BOND AUTHORIZATIONS & PAST ISSUANCES

The 1997 authorization was approved by voters and authorized the sale of \$57 million in G.O. bonds, pursuant to Proposition 46 which does not set a maximum annual tax rate for the purposes of issuing remaining bond authorization. To date, \$57 million in bonds have been sold, leaving no remaining authorization from the 1997 Election.

The 2006 authorization was approved by voters and authorized the sale of \$64 million in G.O. bonds, pursuant to Proposition 39 which set a maximum annual tax rate of \$30 per \$100,000 assessed valuation for the purposes of issuing remaining bond authorization. To date, \$64 million in bonds have been sold, leaving no remaining authorization from the 2006 Election.

The 2012 authorization was approved by voters and authorized the sale of \$90 million in G.O. bonds, also pursuant to Proposition 39 which set a maximum annual tax rate of \$30 per \$100,000 assessed valuation for the purposes of issuing remaining bond authorization. To date, \$90 million in bonds have been sold, leaving no remaining authorization from the 2012 Election.

The 2016 authorization was approved by voters and authorized the sale of \$142.5 million in G.O. bonds, also pursuant to Proposition 39 which set a maximum annual tax rate of \$30 per \$100,000 assessed valuation for the purposes of issuing remaining bond authorization. To date, \$104.9 million in bonds have been sold, leaving a remaining authorization of \$36.5 million from the 2016 Election. Table 9 summarizes

the District's past G.O. bond issuances and provides data for each issuance's sale date, original principal, current outstanding principal, original repayment ratio, and remaining term.

In November 2022, voters in the District approved and authorized the sale of \$215 million in G.O. bonds, also pursuant to Proposition 39 which set a maximum annual tax rate of \$30 per \$100,000 assessed valuation for the purposes of issuing remaining bond authorization. The District is currently in process of issuing the first series of bonds from this authorization in an amount of approximately \$78 million.

The District's outstanding bonds are secured by an annual levy on all taxable parcels within the boundaries of the District. The levy is based on the assessed value of a parcel as determined by Ventura County, pursuant to Proposition (Prop.) 13 and the corresponding tax rate is typically expressed in an amount per \$100,000 of assessed value. The tax rate for a given fiscal year is calculated to make the required bond interest and principal payments for a given period depending on the County's tax calculation policies. In some cases, a county may initially over levy to establish a reserve fund which can be applied over time and enables a county to manage the tax rate required to repay the bonds from year to year. As a result, there can be a variance between the estimated tax rate required to make interest and principal payments and the calculated tax rate levied on property within a district. A variance can also be attributed to the collection of unitary taxes.

In FY2022-23, Ventura County levied a tax rate of \$99.20 per \$100,000 of assessed value for the district's combined outstanding bonds. Based on the interest and principal payments scheduled for the repayment of outstanding bonds and an average annual assessed value growth of 4 percent over the remaining term of the bonds, it is estimated that the annual tax rate to repay the bonds will begin to gradually decline over the next four years and continue to decline more rapidly thereafter. Table 10 illustrates the estimated annual tax rate per \$100,000 of assessed value to repay the bonds over the remaining term of the District's outstanding bonds.

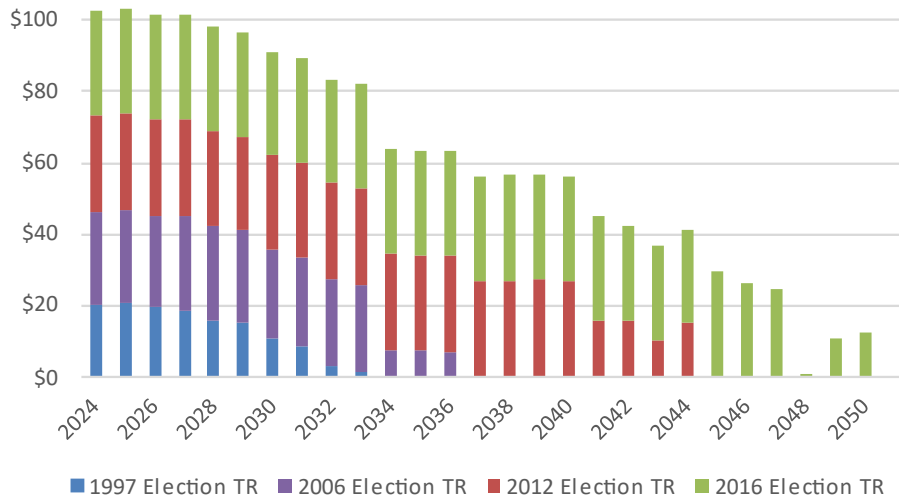
Table 10: Summary of District G.O. Bond Authorizations and Past Issuances

Series	Type	Sale Date	Principal Amount	Principal Outstanding	Repayment Ratio ⁽¹⁾	Years Remaining	Refunded Series
1997 Election (Prop. 46 Election)					Authorization:		\$57,000,000
New Money Issues							
1997A	Tax-Exempt GO Bond	8/5/1997	\$5,000,000	\$0	2.03	0	
1999B	Tax-Exempt GO Bond	6/30/1999	\$13,000,000	\$0	2.02	0	
2000C	Tax-Exempt GO Bond	7/11/2000	\$4,000,000	\$0	2.07	0	
2001D	Tax-Exempt GO Bond	2/20/2001	\$7,800,000	\$0	1.93	0	
2001E	Tax-Exempt GO Bond	7/24/2001	\$15,000,000	\$0	1.95	0	
2002F	Tax-Exempt GO Bond	8/6/2002	\$5,000,000	\$0	1.91	0	
2004G	Tax-Exempt GO Bond	6/30/2004	\$7,200,000	\$0	1.90	0	
Total			\$57,000,000				
Refunding Issues							
2001	Tax-Exempt GO Bond	8/15/2001	\$20,920,000	\$0	1.96	-1	97A, 99B, 2000C
2010	Tax-Exempt GO Bond	3/3/2011	\$10,750,000	\$0	1.35	0	01D, 01E, 02F, 04G
2011	Tax-Exempt GO Bond	7/1/2011	\$7,275,000	\$0	1.46	-1	01D, 01E, 02F, 04G
2012	Tax-Exempt GO Bond	6/21/2012	\$12,240,000	\$740,000	1.62	1	01D, 01E, 02F, 04G
2019	Taxable GO Bond	10/31/2019	\$13,765,000	\$13,590,000	1.18	9	01Ref, 11Ref
2020	Taxable GO Bond	9/3/2020	\$13,645,000	\$11,945,000	1.12	10	10Ref, 11Ref, 12Ref
Total			\$26,275,000	\$11,945,000	1.17	10	
1997 Election 2022-23 Tax Rate: \$4.60					Remaining Authorization:		\$0
2006 Election (Prop. 39 Election)					Authorization:		\$64,000,000
New Money Issues							
2007A	Tax-Exempt GO Bond	2/8/2007	\$32,000,000	\$0	1.83	0	
2008B	Tax-Exempt GO Bond	7/11/2008	\$31,997,467	\$7,077,467	1.98	10	
Total			\$63,997,467				
Refunding Issues							
2014	Tax-Exempt GO Bond	6/4/2014	\$11,835,000	\$4,435,000	1.36	3	2007A
2015	Tax-Exempt GO Bond	4/8/2015	\$14,305,000	\$8,025,000	1.72	13	2007A
2016	Tax-Exempt GO Bond	8/31/2016	\$16,360,000	\$9,235,000	1.23	3	2008B
2020	Taxable GO Bond	9/3/2020	\$9,110,000	\$8,685,000	1.18	10	14Ref, 15Ref
Total			\$37,457,467	\$22,445,000	1.48	13	
2006 Election 2022-23 Tax Rate: \$23.20					Remaining Authorization:		\$0
2012 Election (Prop. 39 Election)					Authorization:		\$90,000,000
New Money Issues							
2012A	Tax-Exempt GO Bond	12/27/2012	\$18,390,000	\$10,385,000	1.79	20	
2013B	Tax-Exempt GO Bond	5/30/2013	\$25,500,000	\$1,030,000	1.99	5	
2014C	Tax-Exempt GO Bond	10/21/2014	\$15,750,000	\$2,025,000	2.07	15	
2015D	Tax-Exempt GO Bond	7/22/2015	\$30,360,000	\$3,790,000	1.89	5	
Total			\$90,000,000	\$17,230,000			
Refunding Issues							
2019	Taxable	10/31/2019	\$13,057,988	\$12,180,000	1.48	20	2012A, 2013B
2020	Taxable GO Bond	9/3/2020	\$68,020,000	\$65,820,000	1.38	21	2013B, 2014C, 2015D
Total			\$81,078,000	\$78,000,000	1.48	21	
2012 Election 2022-23 Tax Rate: \$44.30					Remaining Authorization:		\$0
2016 Election (Prop. 39 Election)					Authorization:		\$142,500,000
New Money Issues							
2017A	Tax-Exempt GO Bond	3/15/2017	\$81,000,000	\$81,000,000	2.13	23	
2018B	Tax-Exempt GO Bond	3/14/2018	\$13,996,626	\$12,782,213	2.16	24	
2020C	Tax-Exempt GO Bond	11/24/2020	\$10,995,135	\$10,995,135	1.99	27	
Total			\$105,991,760	\$104,777,348	2.12	27	
2016 Election 2022-23 Tax Rate: \$27.10					Remaining Authorization:		\$36,508,240
All Elections Total			\$316,989,228	\$263,739,815	1.70	27	
Aggregate 2022-23 Tax Rate: \$99.20							

Sources: Electronic Municipal Market Access (EMMA), Thomson Reuters, County

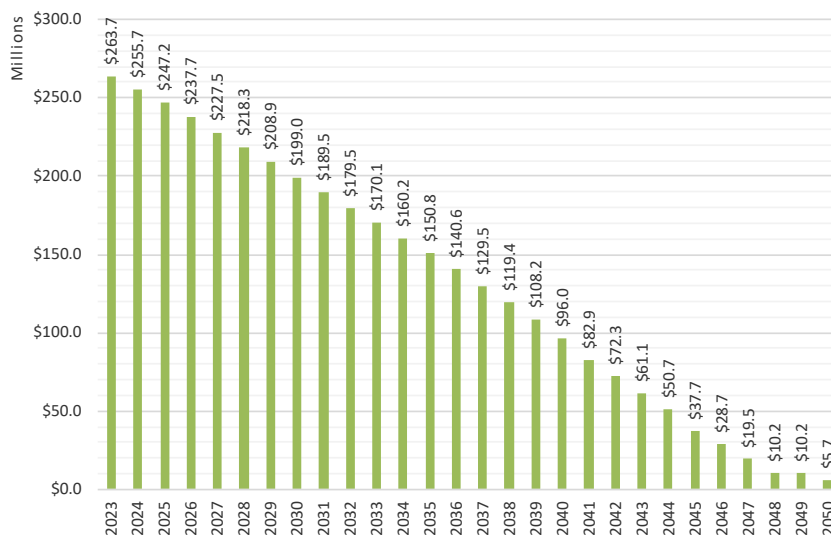
⁽¹⁾ Repayment ratio upon issuance of bonds; total represents weighted average of all outstanding bonds

Figure 1: Estimated District G.O. Bond Tax Rates Per \$100,000 of Assessed Value



The District’s currently outstanding bonds, and subsequent refunding of these bonds, account for approximately \$263.7 million in outstanding principal. All outstanding bonds are scheduled to be repaid by fiscal year FY2050-51, with total annual payments ranging between \$4.8 million and \$19.6 million for the next 27 years. Total principal to be repaid year-to-year range from \$4.5 million to \$13.1 million, while interest payments range from \$170,400 to \$9.9 million. Figure 2 indicates that the District had approximately \$263.7 million in total outstanding G.O. bonded indebtedness in FY2022-23 and declining thereafter. Absent any additional debt issuance, all current outstanding principal is scheduled to be retired by the end of FY2050-51.

Figure 2: Remaining G.O. Bond Principal Outstanding Over Time



5.3.2 DISTRICT HISTORICAL ASSESSED VALUE & BONDING CAPACITY

The District’s assessed valuation serves as the source from which tax revenues are derived for purpose of repaying bond debt service. As assessed value grows, so too does the District’s ability to repay a greater amount of bond debt service and therefore its ability to issue additional bonds. Table 11 presents a history of the District’s assessed valuation. Historically, assessed value has increased with some minimal periods of decline. During the early to late 2000s, the District experienced assessed value growth ranging from approximately 9 to 14 percent annually. This coincided with a period of strong economic performance statewide. Conversely, as the economy contracted during the Great Recession, the District’s assessed valuation experienced periods of contraction in FY2010 through FY2012. Overall, assessed valuation growth averaged 5.1 percent annually over the last 20 years. Most recently, over the last 5-year period, the annual assessed valuation growth rate has averaged 4.6 percent. While annual assessed valuation growth has slowed compared to the mid-2000s, it may indicate a more sustainable pace of economic expansion within the District.

Table 11: Historic District Total Assessed Valuation

FYE	Assessed Valuations	
	Total	% Change
2003	\$5,963,113,197	9.28%
2004	\$6,635,172,071	11.27%
2005	\$7,583,558,704	14.29%
2006	\$8,657,971,155	14.17%
2007	\$9,931,635,061	14.71%
2008	\$10,883,340,116	9.58%
2009	\$10,923,360,081	0.37%
2010	\$10,256,972,528	-6.10%
2011	\$10,222,956,307	-0.33%
2012	\$10,128,841,659	-0.92%
2013	\$10,224,776,805	0.95%
2014	\$10,523,302,599	2.92%
2015	\$11,258,539,314	6.99%
2016	\$11,811,053,863	4.91%
2017	\$12,231,081,218	3.56%
2018	\$12,813,934,964	4.77%
2019	\$13,410,386,931	4.65%
2020	\$14,062,908,693	4.87%
2021	\$14,639,854,133	4.10%
2022	\$15,163,509,508	3.58%
2023	\$16,040,644,236	5.78%
5-Year Average		4.59%
10-Year Average		4.61%
20-Year Average		5.07%

Education Code 15102 limits the amount of outstanding principal bonded indebtedness a school district may have outstanding when considering the sale of additional G.O. bonds. For an elementary school district, bonded indebtedness cannot exceed 1.25 percent of the District’s total assessed valuation at the

time bonds are to be sold. The bond limit may be exceeded by obtaining a waiver from the State. In 2017, the State approved the District’s request for a Debt Limit Waiver, enabling the District to issue bonds up to 2.12 percent of the District’s total assessed valuation. As calculated in Table 12, using the District’s current total assessed value and effective debt limit, the District has a gross bonding capacity of approximately \$321.5 million. Table 12 indicates that the District had approximately \$264 million in total outstanding G.O. bonded indebtedness as of 2022-23, resulting in a current net bonding capacity of approximately \$76.3 million. Overall, the District is currently utilizing 131.54 percent of its statutory bonding capacity.

Table 112: District’s Bonding Capacity

Fiscal Year 2022-23	
ASSESSED VALUATION	
Secured Assessed Valuation	\$15,214,314,339
Unsecured Assessed Valuation	\$826,329,897
DEBT LIMITATION	
Total Assessed Valuation	\$16,040,644,236
Applicable Bond Debt Limit with Waiver*	2.12%
Bonding Capacity	\$340,061,658
Outstanding Bonded Indebtedness	\$263,739,815
NET BONDING CAPACITY	\$76,321,843
% of Capacity Current Used	77.56%
* 2017 Waiver	
HARDSHIP ANALYSIS	
Hardship Requirement	60.00%
Statutory Bonding Capacity (1.25% AV)	\$200,508,053
Outstanding Bonded Indebtedness	\$263,739,815
% of Statutory Bonding Capacity Utilized	131.54%

Additional bonding capacity requires an increase in the assessed valuation of the District over time and/or the repayment outstanding principal. The District may also elect to pursue authorization from the State Board of Education for a waiver to increase its bonding capacity as it has successfully obtained in the past. The District is currently in process of applying for an additional waiver, with respect to its recently approved 2022 authorization, to increase its bonding capacity to approximately 2.14 percent.

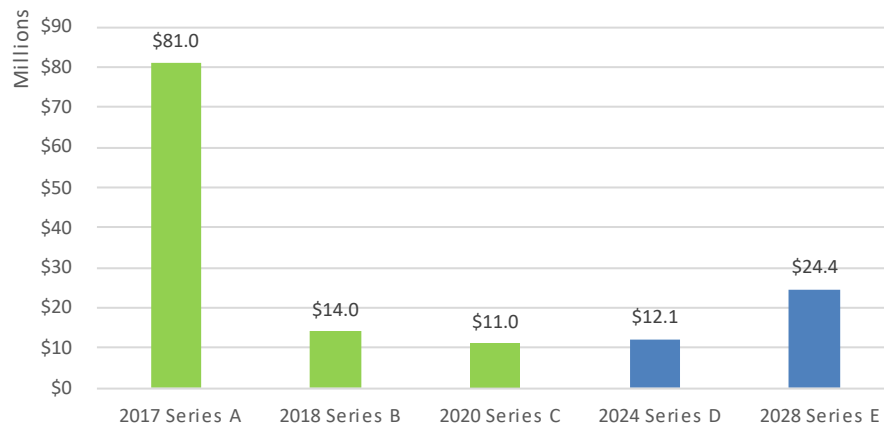
5.3.4 ADDITIONAL G.O. BOND SALES

The availability of future bond funds is dependent on the District’s assessed valuation growth to accommodate the Prop. 39 tax rate allowance of \$30 per \$100,000 of assessed value for elementary school districts in California. Based on Prop. 39, under which Measure “D” was held, the District is legally permitted to sell bonds up to the amount authorized by voters, so long as the bonds may be reasonably

supported by a maximum tax rate per year of \$30 per every \$100,000 of assessed property value. The tax rate to repay the outstanding Measure D bonds commenced in fiscal year 2018-19; for the current fiscal year 2022-23, the County is levying a rate of \$27.10 per \$100,000 of assessed property value.

Figure 3 presents the amount of bonds issued to date and the amount that may be issued in the future assuming certain conditions. First, it is assumed that assessed value will continue to grow at approximately 87 percent of its last five-year average rate, or 4 percent per year. It also assumes that the repayment of any new bonds to be sold will not exceed the \$30 per \$100,000 assessed valuation tax rate. Figure 5 illustrates the estimated timing and size of remaining bond issuances in support of the Master Construct Program. In total \$36.5 million in authorization remains from Measure “D” which may be issued as indicated over two bond sales.

Figure 3: Estimated Timing and Sizing of Future Measure “D” Bond Issuances



The availability of additional funds issued in 2020 Series C is credited to the District’s recent growth in assessed valuation and current interest rates for similarly rated California school districts. To access the bond proceeds and to conform to the Program’s constraints such as the \$30 tax rate, the District has utilized Capital Appreciation Bonds (CABs). CABs are bonds that may defer principal and interest repayments in order to better accommodate debt service repayment requirements and available tax revenues. As such, they tend to require a higher rate of interest for repayment. This may increase the overall cost of borrowing; however, the overall program has benefited from lower than expected interest rates and it is estimated based on current market conditions that the total repayment ratio for all Measure “D” bonds will be lower than the overall repayment ratio estimated to voters at the time of the election. It is estimated that the balance of the Measure “D” authorization will be issued over two future tranches currently scheduled for 2024 and 2028, subject to Board review and approval. The estimated amounts of \$12.1 million for the 2024 Series D issuance and \$24.4 million for the 2028 Series E issuance assume 4 percent average annual District assessed value growth moving forward. In addition, the average interest rate is assumed to be 4 percent, which is higher than the most recent 2020 Series C issuance. Bond terms are assumed to be 25 years and will likely utilize CABs. Actual bond proceeds from future issuances may

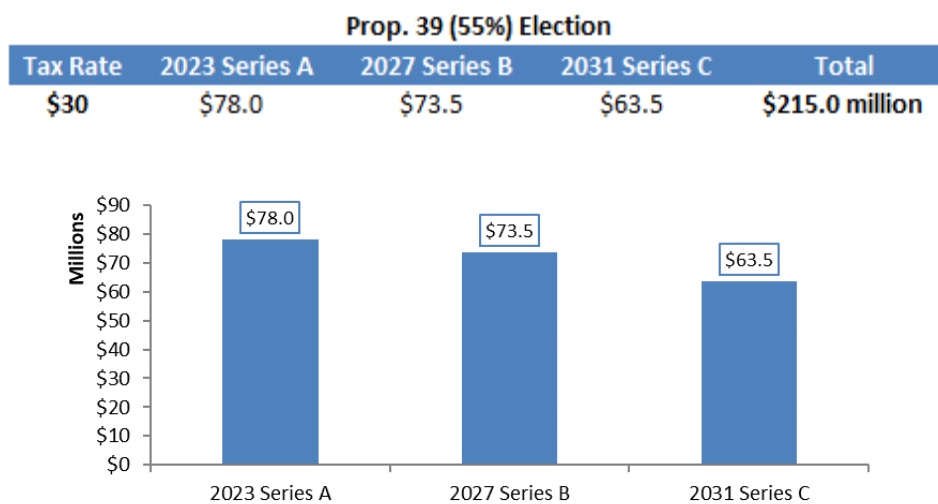
differ from the estimates provided here and will depend on both District needs and market conditions at the time of sale. This analysis includes assessed values for 2022-23 as published by the County.

5.3.5 ADDITIONAL G.O. BOND AUTHORITY

Proposition 39 authorizes school districts to issue new bonds upon a 55 percent affirmative vote by the local electorate in a regularly scheduled election. For an elementary school district, the maximum tax rate to be levied at the time bonds are sold must not exceed \$30 per \$100,000 of assessed value. In addition, districts must agree to be subject to certain conditions, including the establishment of a project list, an independent citizens’ oversight committee, and annual performance and financial audits. The District has a history of conducting Proposition 39 elections and issuing bonds consistent with these requirements.

In November 2022, voters in the District approved and authorized a new general obligation bond program which was structured to meet the above requirements and mitigate the delay or future lack of State aid funding of proposed projects. Assuming that the District’s assessed valuation continues to grow at an annual average of 4.0 percent and that the District implements the maximum tax rate of \$30 per \$100,000 of assessed value allowed by Proposition 39 over a 30-year term for each bond sale, the District could generate approximately \$215 million in bond proceeds over a projected 8-year period based on current market conditions. The size and timing of bond series depend on the needs of the overall program and are structured to allow projected assessed valuation growth between bond issuances so that required tax rates for bond repayments stay within the estimated Proposition 39 rate of \$30 per \$100,000 of assessed valuation. The issuance of additional bonds will require authorization from the State Board of Education for a waiver to increase its bonding capacity which the District has been successfully garnered in the past. The application for this waiver has been submitted to the State Board of Education and will be considered at its March 2023 meeting.

Figure 4: Estimated 2022 Election Bond Proceeds



MASTER BUDGET & SCHEDULE

The Master Construct and Implementation Program is proposed to be integrated into the Enhanced Master Construct Program with the construction of Rose Avenue serving as the bridge between the two programs. Utilizing estimated State aid eligibility for modernization funding and a potential new General Obligation (G.O.) bond authorization, a phasing program is proposed for the implementation of the proposed improvements. Proposed facilities improvements are presented in phases to reflect the expected availability of funds and projected sequencing of projects, taking into consideration student interim housing needs during construction. Proposed sources and uses of funds, along with constraints, have been identified and a proposed plan of sequencing has been prepared. The estimated costs provided represent a combination of “hard” and “soft” costs. In combination, they comprise what is properly called the total “Project Cost”. Hard costs result from the construction itself (e.g. bricks and mortar). Soft costs are those costs that are an integral part of the building process and are usually precursors to, or supportive of, the construction. These include professional fees and other related, non-construction costs.

6.1 ADOPTED MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM MASTER BUDGET

Table 13 is the adopted Master Budget for the Master Construct and Implementation Program approved by the Board in August 2022. No adjustments to the Rose Avenue Elementary reconstruction project are recommended at this time. Remaining improvements are integrated into the adopted Master Budget in the Enhanced Master Construct Program in the following section.

Table 123: Adopted Master Construct & Implementation Program Budget

Sources	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Measure "R"					
Series A	\$ 18,055,496	\$ 18,055,496	\$ -	\$ -	\$ -
Series B	\$ 25,266,398	\$ 25,266,398	\$ -	\$ -	\$ -
Series C	\$ 15,578,000	\$ 15,578,000	\$ -	\$ -	\$ -
Series D	\$ 30,160,000	\$ 30,160,000	\$ -	\$ -	\$ -
Total Measure "R" Bonds	\$ 89,059,894				
Master Construct Authorization					
Series A	\$ 80,725,000	\$ -	\$ 80,725,000	\$ -	\$ -
Series B	\$ 13,693,719	\$ -	\$ 13,693,719	\$ -	\$ -
Series C	\$ 10,815,135	\$ -	\$ 10,815,135	\$ -	\$ -
Series D	\$ 11,900,000	\$ -	\$ -	\$ 11,900,000	\$ -
Series E	\$ 24,600,000	\$ -	\$ -	\$ -	\$ 24,600,000
Total Master Construct Bonds	\$ 141,733,853				
Certificates of Participation					
Series 2016	\$ 7,606,764	\$ 7,606,764	\$ -	\$ -	\$ -
Total COP Proceeds	\$ 7,606,764				
Measure "L" Authorization	\$ 3,316,728	\$ 3,316,728	\$ -	\$ -	\$ -
State Bonds	\$ 266,611	\$ 266,611	\$ -	\$ -	\$ -
Est. State Reimbursements*	\$ 36,767,241	\$ -	\$ 25,340,295	\$ 10,463,203	\$ 963,742
Est. Developer Fees	\$ 41,072,159	\$ 7,454,555	\$ 4,424,484	\$ 777,892	\$ 28,415,228
Mello Roos Proceeds	\$ 9,088,089	\$ 9,088,089	\$ -	\$ -	\$ -
State Reimbursements (Drifill)	\$ 9,001,083	\$ 9,001,083	\$ -	\$ -	\$ -
Est. Interest Earnings	\$ 9,087,018	\$ 1,594,953	\$ 3,856,391	\$ 681,167	\$ 2,954,508
Est. Total Sources	\$ 346,999,440	\$ 127,388,677	\$ 138,855,023	\$ 23,822,261	\$ 56,933,479
Uses	Est. Total	Phase 1	Phase 2	Phase 3	Phase 4
Acquire New K-5 Elementary Site	\$ 7,767,119	\$ 7,767,119	\$ -	\$ -	\$ -
Acquire New K-5/Middle School Site	\$ 9,756,633	\$ 557,358	\$ 9,199,275	\$ -	\$ -
Construct Doris/Patterson K-5	\$ 29,556,164	\$ -	\$ 492,786	\$ -	\$ 29,063,377
Construct Doris/Patterson 6-8	\$ 278,057	\$ -	\$ 278,057	\$ -	\$ -
Construct Seabridge K-5	\$ 28,568,432	\$ -	\$ 3,019,331	\$ -	\$ 25,549,101
Reconstruct Harrington Elementary	\$ 23,776,013	\$ 23,776,013	\$ -	\$ -	\$ -
Reconstruct Elm Elementary	\$ 32,878,847	\$ 32,878,847	\$ -	\$ -	\$ -
Reconstruct Lemonwood K-8	\$ 41,990,714	\$ 41,990,714	\$ -	\$ -	\$ -
Reconstruct McKinna K-5	\$ 36,191,904	\$ -	\$ 36,191,904	\$ -	\$ -
Reconstruct Marina West K-5	\$ -	\$ -	\$ -	\$ -	\$ -
Reconstruct Rose Avenue K-5	\$ 51,071,913	\$ -	\$ 51,071,913	\$ -	\$ -
Reconstruct Sierra Linda K-5	\$ -	\$ -	\$ -	\$ -	\$ -
Marshall K-8 (CR)	\$ 13,019,406	\$ 13,019,406	\$ -	\$ -	\$ -
Drifill K-8 (K/MPR)	\$ 429,872	\$ 351,773	\$ 78,099	\$ -	\$ -
Chavez K-8 (SL/MPR)	\$ 649,121	\$ 649,121	\$ -	\$ -	\$ -
Curren K-8 (SL/MPR)	\$ 598,603	\$ 598,603	\$ -	\$ -	\$ -
Kamala K-8 (SL/MPR)	\$ 619,816	\$ 619,816	\$ -	\$ -	\$ -
McAuliffe ES (K/Modular/Modernization*)	\$ 7,746,520	\$ 321,487	\$ 2,923,187	\$ 4,501,846	\$ -
Brekke ES (K/Modular/MPR/Support)	\$ 3,341,492	\$ 275,097	\$ 1,909,465	\$ 1,156,930	\$ -
Ritchen ES (K/Modular/Modernization*)	\$ 7,509,474	\$ 552,588	\$ 3,043,393	\$ 3,913,493	\$ -
Ramona ES (Modular/MPR/Support)	\$ 4,240,115	\$ -	\$ 2,192,490	\$ 2,047,625	\$ -
Project 1 Adjustment	\$ -	\$ -	\$ -	\$ -	\$ -
Fremont MS (SL/Gym)	\$ 7,458,717	\$ 1,901,281	\$ -	\$ 5,557,436	\$ -
Dr. Lopez Academy of Arts & Sciences (SL/Gym)	\$ 2,579,278	\$ 1,079,278	\$ -	\$ 1,500,000	\$ -
Planning for K-8 MPRs	\$ 166,253	\$ 166,253	\$ -	\$ -	\$ -
Harrington Kindergarten Annex	\$ 3,215,039	\$ 3,215,039	\$ -	\$ -	\$ -
Lemonwood Kindergarten Annex	\$ 3,571,599	\$ -	\$ 3,571,599	\$ -	\$ -
Technology	\$ 12,234,498	\$ 12,184,723	\$ 49,775	\$ -	\$ -
Subtotal	\$ 329,215,599	\$ 141,904,518	\$ 114,021,272	\$ 18,677,331	\$ 54,612,479
Brekke ES COP Lease Payments	\$ 3,831,453	\$ -	\$ 3,831,453	\$ -	\$ -
Land Acquisition COP Lease Payments	\$ 4,863,500	\$ -	\$ 480,000	\$ 2,062,500	\$ 2,321,000
Additional Program Expenditures	\$ 4,519,836	\$ -	\$ 4,519,836	\$ -	\$ -
Portables Lease Payments	\$ 564,000	\$ -	\$ 564,000	\$ -	\$ -
Subtotal	\$ 13,778,789	\$ -	\$ 9,395,289	\$ 2,062,500	\$ 2,321,000
Program Reserve	\$ 4,005,052	\$ (14,515,841)	\$ 922,621	\$ 3,082,431	\$ -
Est. Total Uses	\$ 346,999,440	\$ 141,904,518	\$ 124,339,182	\$ 23,822,261	\$ 56,933,479
Est. Ending Fund Balance	\$ -				
Total Combined Master Budget	\$ 346,999,440				

*Assumes State Aid Financial Hardship funding for Ritchen and McAuliffe modernization projects

6.2 MASTER CONSTRUCT AND IMPLEMENTATION PROGRAM EXPENDITURES TO DATE

A budget and expenditure tracking protocol has been established and utilized for projects currently being implemented. As of the June 2022 Semi-Annual Report, the total budget was approximately \$256.8 million for projects under current implementation, inclusive of the program reserve. Any changes to sources, uses, and schedules included in this report have considered actual District expenditures for the respective projects and are tracked against established project budgets. As needed, the program reserves and estimated ending fund balance will be utilized to accommodate unforeseen but required budget adjustments.

Table 14 provides a summary report of expenditures made for the Program during the period July 1, 2012 – October 31, 2022 totaling approximately \$227.6 million. Expenditures made after this period will be accounted for in the next Semi-Annual update. The District’s financial system accounts for expenditures by Fiscal Year (July 1 – June 30) and are used in reporting these expenditures. The report is organized by Fiscal Year and includes expenditures across various construction funds. It should be noted that expenditure reporting is based on the budget approved as part of the June 2022 Semi-Annual Report. Once the recommended budget adjustments are approved as part of this December 2022 report, subsequent expenditure reports will reflect the revised budget value.

The District has accounted for districtwide expenses, including the program manager fee in object codes 5800 and 6205 and has not allocated these expenses to specific projects. For the purposes of Table 1, CFW has allocated such districtwide program manager fee expenses by taking the actual expenditures for a given fiscal year and then allocating the actuals by the percentage of fees earned for that period for a given project pursuant to the latest agreed upon fee calculation. Pursuant to the contract, the total program management fee does not exceed 4.75% of the projects managed.

From July 1, 2012 through October 31, 2022, the District disclosed expenditures of approximately \$35.1 million for additional facilities improvements not identified in the Master Construct Program. Of the total, \$14.3 million were expended for eligible projects prior to the adoption of the January 2013 Implementation Plan beginning with \$3.7 million of Developer Fee Fund balances, plus additional expenditures thereafter which were planned for State aid reimbursement. Given the deferral of State reimbursements, these expenditures are now being subsumed into the Master Construct Program until such time that State aid reimbursement becomes available. Eligible improvements included, but are not limited to, replacement or addition of relocatable facilities, improvements and DSA closeout of prior projects, District energy efficiency improvements, and other facility improvements. The remaining \$20.8 million in expenditures outside of the Program were funded by the District’s prior Measure M bond program. Expenditure reports related to the current bond programs are made available for review by the Citizens’ Oversight Committees and expenditures are audited annually for the Board’s review.

Table 13: Estimated Expenditures to Date for Projects Under Implementation

Project	Fiscal Year Expenditures											Total	
	Adopted Budget	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22		2022-23 ¹
Acquire Site New Elem K-5	\$7,767,119	\$7,669,851	\$34,158	\$0	\$46,736	\$16,375	\$575	(\$575)	\$0	\$0	\$0	\$0	\$7,767,119
Doris/Patterson Acquire Land	\$9,199,275	\$0	\$0	\$0	\$75,044	\$205,971	\$8,906,123	\$12,186	\$0	\$0	\$0	\$0	\$9,199,275
Doris/Patterson LAFCO Planning	\$557,358	\$0	\$14,625	\$37,945	\$29,551	\$143,778	\$254,516	\$14,492	\$7,518	\$2,802	\$0	\$0	\$507,358
Design & Reconstruct Harrington Elem K-5	\$23,776,013	\$145,778	\$1,493,468	\$12,213,321	\$9,696,534	\$224,482	\$2,431	\$0	\$0	\$0	\$0	\$0	\$23,776,013
Design & Reconstruct Lemonwood Elem K-8	\$41,990,714	\$143,601	\$853,523	\$1,448,320	\$1,743,844	\$15,507,309	\$14,838,960	\$6,968,618	\$82,327	\$15,359	\$38,154	\$0	\$42,028,868
Design & Reconstruct Elm Elem K-5	\$32,878,847	\$371,370	\$0	\$1,190,499	\$339,884	\$3,322,667	\$13,223,004	\$13,246,832	\$19,923	\$0	\$0	\$0	\$32,878,847
Design & Construct Seabridge K-5	\$3,019,331	\$0	\$0	\$0	\$0	\$149,354	\$1,758,821	\$432,230	\$301,651	\$0	\$0	\$0	\$3,019,331
Design & Reconstruct McKinna K-5	\$36,191,904	\$0	\$0	\$0	\$0	\$665,360	\$1,890,610	\$16,647,525	\$1,928,504	\$101,171	\$0	\$0	\$36,191,904
Design & Reconstruct Rose Avenue K-5	\$51,071,913	\$0	\$0	\$0	\$0	\$56,208	\$1,101,475	\$907,133	\$339,496	\$14,048,528	\$6,109,092	\$0	\$22,549,644
Design & Reconstruct Marina West K-5	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Design & Construct Doris/Patterson K-5	\$492,786	\$0	\$0	\$0	\$421,184	\$0	\$0	\$71,602	\$0	\$0	\$0	\$0	\$492,786
Design & Construct Doris/Patterson 6-8	\$278,057	\$0	\$0	\$0	\$0	\$0	\$0	\$278,057	\$0	\$0	\$0	\$0	\$278,057
Design & Improve K-5 Kindergarten Facilities													
Ritchen	\$552,588	\$14,815	\$70,444	\$350,437	\$116,773	\$119	\$0	\$0	\$0	\$0	\$0	\$0	\$552,588
Brekke	\$275,097	\$11,699	\$57,322	\$199,450	\$6,513	\$112	\$0	\$0	\$0	\$0	\$0	\$0	\$275,097
McAuliffe	\$321,487	\$11,331	\$86,709	\$214,442	\$8,898	\$107	\$0	\$0	\$0	\$0	\$0	\$0	\$321,487
Driffill	\$351,773	\$1,334	\$56,711	\$242,911	\$0	\$817	\$0	\$0	\$0	\$0	\$0	\$0	\$351,773
Total K-5 Kindergarten Facilities	\$1,500,945	\$89,180	\$271,185	\$1,007,240	\$132,184	\$1,155	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,945
Design & Construct Science Labs/Academies													
Chavez	\$649,121	\$17,481	\$168,665	\$443,521	\$19,273	\$182	\$0	\$0	\$0	\$0	\$0	\$0	\$649,121
Curren	\$598,603	\$16,815	\$118,588	\$445,540	\$17,485	\$176	\$0	\$0	\$0	\$0	\$0	\$0	\$598,603
Kamala	\$619,816	\$17,230	\$155,224	\$428,876	\$18,299	\$186	\$0	\$0	\$0	\$0	\$0	\$0	\$619,816
Dr. Lopez Academy of Arts & Sciences	\$1,079,278	\$63,562	\$300,654	\$664,564	\$23,810	\$25,687	\$1,000	\$0	\$0	\$0	\$0	\$0	\$1,079,278
Fremont	\$1,901,281	\$85,016	\$510,634	\$1,209,204	\$12,709	\$83,718	\$0	\$0	\$0	\$0	\$0	\$0	\$1,901,281
Total Science Labs/Academies	\$4,848,099	\$200,104	\$1,253,766	\$3,191,705	\$91,576	\$1,099,948	\$1,000	\$0	\$0	\$0	\$0	\$0	\$4,848,099
Project 1 Remaining Adjustment	\$0												
Kindergarten Flex Classrooms													
Brekke	\$1,909,465	\$0	\$0	\$0	\$0	\$0	\$920,944	\$988,521	\$0	\$0	\$0	\$0	\$1,909,465
McAuliffe	\$2,472,793	\$0	\$0	\$0	\$0	\$0	\$752,619	\$1,706,119	\$14,054	\$0	\$0	\$0	\$2,472,793
Ramona	\$2,192,490	\$0	\$0	\$0	\$0	\$0	\$149,233	\$1,898,328	\$144,929	\$0	\$0	\$0	\$2,192,490
Ritchen	\$2,597,633	\$0	\$0	\$0	\$0	\$0	\$720,196	\$1,699,266	\$178,170	\$0	\$0	\$0	\$2,597,633
Total Kindergarten Flex Classrooms	\$9,172,380	\$0	\$0	\$0	\$0	\$0	\$2,542,992	\$6,292,234	\$337,154	\$0	\$0	\$0	\$9,172,380
Kindergarten Annex Improvements													
Harrington	\$3,215,039	\$0	\$0	\$28,210	\$111,846	\$62,878	\$1,827,579	\$1,177,574	\$6,952	\$0	\$0	\$0	\$3,215,039
Lemonwood	\$3,571,599	\$0	\$0	\$22,554	\$31,791	\$34,636	\$28,156	\$167,567	\$126,417	\$37,424	\$69,596	\$0	\$3,641,195
Total Kindergarten Annex Improvements	\$6,786,638	\$0	\$0	\$50,764	\$143,637	\$97,514	\$1,855,735	\$1,345,141	\$3,130,007	\$37,424	\$69,596	\$0	\$6,856,234
Marshall K-8 12 Classroom Addition	\$13,019,406	\$0	\$0	\$82,332	\$556,774	\$175,245	\$4,059,139	\$5,350,111	\$2,771,500	\$24,306	\$0	\$0	\$13,019,406
Planning related to MIPRs for P/P K-8 Schools	\$166,253	\$0	\$0	\$0	\$204,698	(\$36,006)	(\$2,439)	\$0	\$0	\$0	\$0	\$0	\$166,253
Driffill MIPR	\$78,099	\$0	\$0	\$0	\$0	\$0	\$0	\$78,099	\$0	\$0	\$0	\$0	\$78,099
Technology Phase 1	\$12,184,723	\$1,293,151	\$7,531,055	\$2,170,169	\$269,612	\$920,735	\$0	\$0	\$0	\$0	\$0	\$0	\$12,184,723
Technology Phase 2	\$49,775	\$0	\$0	\$0	\$0	\$63,465	\$187,239	\$16,213	(\$89,863)	\$0	\$0	\$0	\$49,775
Driffill Construct Kindergarten Classrooms	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
McAuliffe 21st Century Modernization	\$450,394	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$230,585	\$9,492	\$0	\$0	\$448,634
Ritchen 21st Century Modernization	\$445,760	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$232,088	\$202,543	\$9,398	\$0	\$444,029
Program Planning	\$150,474	\$150,000	\$474	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$150,474
Program Reserve	\$772,147	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$772,147
TOTAL	\$256,848,411	\$9,691,666	\$11,823,625	\$21,391,694	\$13,751,259	\$21,623,508	\$50,620,180	\$51,659,899	\$23,458,818	\$14,224,173	\$6,216,842	\$0	\$227,608,256

Notes:
 1. Fiscal Year 2022-23 expenditures are as of October 31, 2022
 2. Budgets have been adjusted per the June 2022 Master Construct and Implementation Program approved by Board
 3. Figures presented above are unaudited
 4. Approximately \$7.7 million in reported FY2017-18 expenditures for the Doris/Patterson Acquire Land was paid out of COB funds

6.3 ADOPTED ENHANCED MASTER CONSTRUCT MASTER BUDGET

Table 15 summarizes three estimated major funding sources to finance the proposed Enhanced Master Construct program including remaining General Obligation (GO) authorization, a new GO Bond program, and State Aid including reimbursements, estimated modernization grants or grants from the State’s TK/K program. Approximately \$215 million is available from the recently approved Measure “I” and may be available to fund the program over time in three-year increments starting in 2023 and ending in 2031. An additional \$36.5 million in existing GO bond authorization is estimated to be available from the District’s existing Measure “D” authorization. Approximately \$51.1 million in estimated State Aid reimbursements, modernization, and TK/K grants may be garnered over time taking into consideration the timing of eligibility and proposed improvements. As shown in Table 16, \$262.7 million in projects is estimated across all selected school sites. A Program Reserve of \$39.9 million (15%) is recommended providing a grand total budget of \$302.6 million.

Table 15: Estimated Funding Sources

Estimated Sources	Phase 1	Phase 2	Phase 3	Total
2016 GO Bond Authorization				
Series A (2024)	\$0	\$11,879,137	\$0	\$0
Series B (2028)	\$0	\$24,629,103	\$0	\$0
Subtotal	\$0	\$36,508,240	\$0	\$36,508,240
2022 GO Bond Authorization				
Series A (2023)	\$78,000,000	\$0	\$0	\$78,000,000
Series B (2027)	\$0	\$73,500,000	\$0	\$73,500,000
Series C (2031)	\$0	\$0	\$63,500,000	\$63,500,000
Subtotal	\$78,000,000	\$73,500,000	\$63,500,000	\$215,000,000
State Aid				
Reimbursements	\$6,040,697	\$0	\$0	\$6,040,697
Modernization (Financial Hardship)	\$9,744,000	\$0	\$0	\$9,744,000
Modernization (60% Grant/40% Match)	\$0	\$5,006,464	\$22,273,856	\$27,280,320
TK/K Grants (Financial Hardship)	\$7,997,517	\$0	\$0	\$7,997,517
Subtotal	\$23,782,214	\$5,006,464	\$22,273,856	\$51,062,534
Total Sources	\$101,782,214	\$115,014,704	\$85,773,856	\$302,570,774

Table 16: Estimated Uses

Estimated Uses	Phase 1	Phase 2	Phase 3	Total
McAuliffe K-5	\$7,642,590			\$7,642,590
Ritchen K-5	\$6,366,142			\$6,366,142
Brekke K-5			\$8,000,033	\$8,000,033
Ramona K-5			\$7,354,070	\$7,354,070
Driffill K-8 (New CRs/21st Century + Support Facilities)	\$5,630,548	\$12,435,422		\$18,065,971
Chavez K-8			\$14,696,311	\$14,696,311
Kamala K-8			\$19,708,843	\$19,708,843
Curren K-8		\$26,442,963		\$26,442,963
Marshall K-8			\$5,376,218	\$5,376,218
Soria K-8			\$3,904,945	\$3,904,945
Fremont 6-8	\$65,758,461			\$65,758,461
Frank 6-8			\$15,290,123	\$15,290,123
Dr. Lopez 6-8		\$55,058,467		\$55,058,467
ECDC at Driffill	\$3,086,209			\$3,086,209
ECDC at Curren		\$1,023,086		\$1,023,086
ECDC at Rose Avenue		\$4,929,979		\$4,929,979
Total	\$88,483,950	\$99,889,917	\$74,330,543	\$262,704,410
Program Reserve	\$13,298,264	\$15,124,787	\$11,443,313	\$39,866,364
Total Uses	\$101,782,214	\$115,014,704	\$85,773,856	\$302,570,774

6.4 PROPOSED PROGRAM SEQUENCING

Construction activities for the proposed improvements would require a coordinated sequencing program to accommodate the student population given the need to improve occupied school sites. The following proposed Master Schedule assumes that the plan for sequencing will minimize any associated costs for the construction of interim facilities. To date, all 8 replacement schools have been built within minimal associated interim facilities costs. The key has been to build the “new facilities” in such a manner that the facilities to be replaced remain in use while the new facilities are built and to use those facilities as additional swing space once the new replacement facilities are completed.

Rather, the proposed plan of sequencing begins the process with the design and construction of Fremont at its proposed new location. Upon completion, students from Fremont would be moved into the new school. The old facility would be retained as long as possible to provide “swing space” to be used to house the next proposed projects to be constructed in sequence. Upon completion in its role as “swing space”, the old Fremont campus will be removed and replaced with appropriate field space in support of the new campus for school and community use.

Likewise, the construction of the new Lopez campus would be done in similar fashion as that undertaken at Lemonwood, with the new building designed and constructed first on the adjacent playfield while the existing school remains in operation. Upon completion, the old building would be ultimately demolished

and play fields provided in its place. In the interim, the old facility would operate as additional “swing space” to expedite the completion of the next sequence of schools to be improved.

Both Driffill and Frank are proposed to be improved with students in place. The new proposed facilities at Driffill would be built first as they do not displace existing uses. The portables on site would be used in combination with the newly constructed classrooms, including those in the proposed ECDC, to provide “swing space” as the remaining classrooms, including those in the P2P wing are upgraded. A similar approach is anticipated at Frank through a phased classroom improvement program by utilizing the existing portable as “swing space” in combination with completed classrooms once they receive upgrades.

An additional option, if necessary, is to maximize capacity to full enrollment at all 21st Century replacement or improved existing schools allowing the provision for the use of other select schools to be used as “swing space” in addition to those identified above. Once improvements at those schools needing “swing space” is complete, students would return to their school of residence.

6.5 PROPOSED PROGRAM MASTER SCHEDULE

As summarized in Tables 17-19, the estimated cost for the proposed improvements is estimated to be implemented over three phases beginning in FY2022-23 through FY2030-31. Phase 1 completes improvements at Fremont, McAuliffe, Ritchen, and the proposed Driffill ECDC facility. Bond proceeds from a new measure are proposed to front the brunt of required costs. State reimbursements are projected to be also available and may assist in funding additional reserve requirements for that phase. Phase 1 improvements are projected to be complete by the end of FY2026-27.

Table 17: Phase 1 Master Schedule and Sequencing

Project	Estimated Budget
McAuliffe K-5	\$7,642,590
Ritchen K-5	\$6,366,142
Driffill K-8	\$5,630,548
Fremont 6-8	\$65,758,461
ECDC at Driffill	\$3,086,209
Total	\$88,483,950
Program Reserve	\$13,298,264
Total Uses	\$101,782,214

Phase 2 completes improvements at Driffill, Curren, Lopez, and the proposed ECDC facilities at Curren and Rose Avenue. Bond proceeds from the second series of bond sales from the proposed new bond measure would fund a major portion of anticipated costs. The balance is anticipated to be from State

reimbursements from prior improved projects. Phase 2 improvements are projected to be complete by the end of FY2030-31.

Table 18: Phase 2 Master Schedule and Sequencing

Project	Estimated Budget
Driffill K-8	\$12,435,422
Curren K-8	\$26,442,963
Dr. Lopez 6-8	\$55,058,467
ECDC at Curren	\$1,023,086
ECDC at Rose Avenue	\$4,929,979
Total	\$99,889,917
Program Reserve	\$15,124,787
Total Uses	\$115,014,704

Phase 3 completes improvements at Brekke, Ramona, Chavez, Kamala, Marshall, Soria, and Frank. Proceeds from the third series of bond sales from the proposed new bond measure would fund a major portion of anticipated costs. The balance is anticipated to be from State reimbursements from prior improved sites. Phase 3 improvements are projected to be complete by the end of FY2034-35.

Table 19: Phase 3 Master Schedule and Sequencing

Project	Estimated Budget
Brekke K-5	\$8,000,033
Ramona K-5	\$7,354,070
Chavez K-8	\$14,696,311
Kamala K-8	\$19,708,843
Marshall K-8	\$5,376,218
Soria K-8	\$3,904,945
Frank 6-8	\$15,290,123
Total	\$74,330,543
Program Reserve	\$11,443,313
Total Uses	\$85,773,856

Based on the identified phasing plan, Table 21 provides a summary of projects under management, including those that are currently underway and are to be implemented, totaling approximately \$126.8 million.

Table 20: Projects Under Management

			Master Budget (Current Dollars)
Project Name	Start Date	End Date	
Construct:			
Rose Avenue	Jan-2017	Sep-2023	\$51,071,913
Fremont Middle	Dec-2022	Nov-2025	\$65,758,461
Driffill ECDC	Nov-2022	Oct-2024	\$10,001,526
Total			\$126,831,900

RECOMMENDATIONS

7.1 CONCLUSION & RECOMMENDATIONS

Over the next six months of implementation, the Master budget will continue to be monitored and enforced. Expenditure reporting will continue and be updated to reflect recommended budget adjustments provided in this update report. Budgets will also be reviewed and adjusted, where required, to accommodate actual contract commitments approved by the Board over the next six-month period. Steps will continue to be taken to file for eligible State aid applications and required agency approvals for project development and construction. Status reports will be provided to the Board as needed.

As part of the formal review process, it is recommended that the Board:

- Accept and adopt this semi-annual update to the Master Construct and Implementation Program/Enhanced Master Construct
- Direct staff and CFW to proceed with recommended adjustments to the Program for its immediate implementation
- Establish a date for the next six-month review by the Board.

EXHIBIT A

PRESENTATIONS, WORKSHOPS & UPDATES TO THE BOARD OF TRUSTEES

The table below contains a listing of presentations, workshops, and updates to the Board of Trustees for the Oxnard School District Facilities Implementation Program. Documentation of all Board activities are provided for the prior six months. For documentation of prior related Board Action items, please reference the same section of previous reports.

Date	Board Agenda Item	Agenda Description	Purpose	Action
19-Jan-22	A.6	Presentation of the December 2021 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program	Presentation regarding the December 2021 Semi-Annual Implementation Program Update, for adoption at the February 2, 2022 regular Board meeting.	Information
2-Feb-22	C.1	Approval and Adoption of the December 2021 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program	Approval and Adoption of the December 2021 Semi-Annual Implementation Program Update as an Adjustment to the Master Construct and Implementation Program	Approved
2-Mar-22	C.9	Ratification of Work Authorization Letter #8 to Agreement #13-129 with Knowland Construction Services (KCS) to provide DSA Inspection Services for the McKinna Elementary School Reconstruction Project	Ratify WAL #8 for Master Agreement #13-129 with Knowland Construction Services, for DSA Inspector of Record (IOR) Services and In-Plant Inspections, in the amount of \$8,722.00, to be funded from the Master Construct and Implementation Program	Approved
20-Apr-22	D.5	Approval of Resolution #21-29 of the Board of Trustees of the Oxnard School District Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program - Drifill Preschool Classrooms	Approve Resolution #21-29 Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program - Drifill Preschool Classrooms	Approved
20-Apr-22	D.6	Approval of Resolution #21-30 of the Board of Trustees of the Oxnard School District Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program - Drifill Transitional Kindergarten Classrooms	Approve Resolution #21-30 Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program Drifill Transitional Kindergarten Classrooms	Approved
20-Apr-22	D.7	Approval of Resolution #21-31 of the Board of Trustees of the Oxnard School District Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program - Drifill Kindergarten Classrooms	Approve Resolution #21-31 Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program - Drifill Kindergarten Classrooms	Approved
1-Jun-22	D.1	Consideration and Approval of Resolution #21-37 Authorizing the Issuance and Sale of 2022 Refunding General Obligation Bonds	Approve Resolution #21-37 authorizing issuance and Sale of 2022 Refunding General Obligation Bonds in the Aggregated Principal Amount of Not to Exceed \$10,650,000, and Approving All Related Documents and Actions	Approved
7-Sep-22	C.8	Approval of Change Order #001 to Amendment #001 to the Construction Services Agreement #17-158 with Balfour Beatty Construction LLC, to increase the contract amount of the negotiated GMP by \$234,166.40 and add 40 days to the contract, to be paid out of Master Construct and Implementation Funds within the approved budget.	Approval of Change Order #001 to Amendment #001 to Construction Services Agreement #17-158 to increase the contract amount of the negotiated GMP by \$234,166.40 and add additional 40 days to the contract.	Approved
19-Oct-22	C.11	Approval and ratification of Amendment #004 to Agreement #17-49, for additional Architectural Services for the Rose Ave School Reconstruction Project, in the amount of \$204,885.00, to be paid from Master Construct and Implementation Funds allocated from the project budget as approved by the Board in June 2022 Six-month update.	Approval of Amendment #004 to Agreement #17-49 for additional Architectural Services. This will increase the Agreement #17-49 by \$204,885.00 to be paid from the Master Construct and Implementation Funds.	Approved

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: February 15, 2023

Agenda Section: Section C: Consent Agenda

Purchase Order/Draft Payment Report #22-06 (Mitchell /Franz)

The attached report contains the following for the Board's approval/ratification:

1. A listing of Purchase orders issued 1/10/2023 through 2/02/2023 for the 2022-2023 school year, for \$3,947,879.10.
2. There are no Draft Payments issued from 1/10/2023 through 2/02/2023, for the 2022-2023 school year.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #22-06 as submitted.

ADDITIONAL MATERIALS:

Attached: [Purchase Order/Draft Payment Report #22-06 \(14 Pages\)](#)

Includes Purchase Orders dated 01/10/2023 - 02/02/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
NP23-00060	ePallet, Inc.	640	SUP	130-9320	7,641.00
NP23-00061	Gold Star Foods	640	SUP	130-9320	1,354.32
NP23-00062	Gold Star Foods	640	SUP	130-9320	351.64
NP23-00063	P And R Paper Supply Co	640	SUP	130-9320	5,407.08
NP23-00064	Gold Star Foods	640	SUP	130-9320	486.40
NP23-00065	P And R Paper Supply Co	640	MATL/SUP	130-9320	4,793.81
NP23-00066	ePallet, Inc.	640	SUP	130-9320	4,023.90
NP23-00067	Gold Star Foods	640	SUP	130-9320	729.60
P23-00564	Office Depot Bus Ser Div	040	MATL/SUPP-INSTRUCTIONAL	010-4300	9,555.00
P23-03241	Greenleaf Hotel	210	conf	010-5200	595.89
P23-03246	Hyatt Regency Monterey	056	Prof. Development	010-5200	262.28
P23-03247	Extreme Clean	003	stores supplies	010-9320	2,934.46
P23-03248	Pioneer Chemical Co	003	stores supplies	010-9320	176.99
P23-03249	Sinclair Sanitary Supply Inc	003	stores supplies	010-9320	6,579.04
P23-03250	Veritiv Operating Company	003	stores supplies	010-9320	2,789.15
P23-03251	Office Depot Bus Ser Div	003	stores supplies	010-9320	917.04
P23-03252	Adafruit Industries LLC	315	MATL/SUPPL LCAP 1.6	010-4300	822.43
P23-03253	SANTA BARBARA BOTANIC GARDEN	044	Serv. - Instructional	010-5800	387.00
P23-03254	LENOVO NOTEBOOK REPAIR CENTER	066	Repair-Instructional	010-5618	212.16
P23-03255	Lifetouch	036	mat/sup - instructional	010-4300	6,726.11
P23-03256	Affordable Tables And Chairs	300	Rentals- LCAP 3.01	010-5600	275.00
P23-03257	Petroleum Telcom Inc DBA Telecom	050	Materials & Supplies-Inst	010-4300	881.33
P23-03258	SCHOOL TECH SUPPLY	210	Computer Equipment	010-4318	207.56
P23-03259	Petroleum Telcom Inc DBA Telecom	042	Materials and Supplies	010-4300	708.73
P23-03260	Amazon Com	066	MATL/SUP-Instructional	010-4300	480.31
P23-03261	Amazon Com	380	Mat & Supp (LCAP 1.30)	010-4318	51.68
P23-03262	Amazon Com	056	Matl/Supp-Instructional	010-4300	646.16
P23-03263	Amazon Com	058	Counselor Materials Part II	010-4300	574.99
P23-03264	Amazon Com	046	MATL/SUPPLY-INSTRUCTION	010-4300	342.94
P23-03265	Amazon Com	051	MAT/SUPPLIES (Instructional)	010-4300	108.22
P23-03266	Amazon Com	051	MAT/SUPPLIES (Instructional)	010-4300	161.81
P23-03267	Amazon Com	051	MAT/SUPPLIES (Instruction)	010-4300	67.89
P23-03268	Amazon Com	315	MATL/SUPL LCAP 1.6	010-4300	96.22
P23-03269	Amazon Com	058	Counselor - Student Incentives	010-4300	306.67
P23-03270	Amazon Com	041	Matl/Sup - Instructional	010-4300	369.24
P23-03271	Amazon Com	053	Materials/Supplies- Instructional	010-4300	831.12
P23-03272	Amazon Com	640	MATL/SUP	130-4300	325.04
P23-03273	Amazon Com	042	Materials and Supplies (Instructional)	010-4300	234.57
P23-03274	Petesehria, LLC PizzaMan Dan's	040	MATL/SUPP-INSTRUC	010-4300	546.25
P23-03275	VANAMAN GERMAN LLP	380	SERV-ATTORNEY FEES(SPED:FR)	010-5899	5,000.00
P23-03276	VANAMAN GERMAN LLP	380	SERV-ATTORNEY FEES(SPED:CM)	010-5899	2,500.00

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

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Includes Purchase Orders dated 01/10/2023 - 02/02/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-03277	Uline	ERC	Supplies	010-4300	163.59
P23-03278	COMFORT SUITES WOODLAND	100	Travel and Conference	010-5200	113.71
P23-03279	TRI-COUNTY OFFICE FURNITURE	300	FURNITURE	010-4400	10,990.55
P23-03280	Manehu Product Alliance, LLC d ba. MantelMount	004	COMP SUP	010-4318	1,308.38
P23-03281	Able Ribbon Technology, Inc.	032	Matl/Sup - Instructional	010-4300	1,474.71
P23-03282	Gopher Sport	032	Matl/Sup - Instructional	010-4300	441.48
P23-03283	VEX ROBOTICS LLC	315	MATL/SUP LCAP 1.6	010-4300	6,439.13
P23-03284	The Dana on Mission Bay	200	TRAV/CONF (S Carroll)	010-5200	584.55
P23-03285	Hyatt Regency Monterey	300	CONF-Calsa 2023 (LCAP 1.19)	010-5200	294.76
P23-03286	Calif Assn Of Latino Supt & Ad	300	CONF/TRAVEL CALSA (LCAP 1.19)	010-5200	750.00
P23-03287	TRI-COUNTY OFFICE FURNITURE	300	FURNITURE	010-4400	1,425.71
P23-03288	Every Special Child LLC	380	SERV(PARA-T.ALLEN KOCH)	010-5100	7,600.00
P23-03289	Every Special Child LLC	380	SERV(PARA-Y. VITAL)	010-5100	42,000.00
P23-03290	Every Special Child LLC	380	SERV(PARA-M. REYES ZAMBRANO)	010-5100	3,600.00
P23-03291	Every Special Child LLC	380	SERV(PARA-M.LOVINGOOD)	010-5100	1,675.00
P23-03292	Amazon Com	380	Books (LCAP 1.13)	010-4200	192.79
P23-03293	Amazon Com	051	MAT/SUPPLIES (Instructional)	010-4300	35.75
P23-03294	Amazon Com	048	MATERIALS AND SUPPLIES-INSTRUCTIONAL	010-4300	240.86
P23-03295	Amazon Com	056	Matl/Supp-Instructional	010-4300	196.20
P23-03296	Amazon Com	050	Materials & Supplies-ADMIN	010-4300	129.97
P23-03297	Amazon Com	315	MATL/SUPL LCAP 1.6	010-4300	31.35
P23-03298	Amazon Com	053	Materials/Supplies-Instructional	010-4300	180.22
P23-03299	Amazon Com	059	Materials & Supplies	010-4300	778.71
P23-03300	CABE	056	Prof. Development	010-5200	3,500.00
P23-03301	MOSYLE CORPORATION	004	SOFTWARE	010-5818	107,085.00
P23-03302	BARNES AND NOBLE BOOKSELLERS, INC.	300	Books- LCAP 3.01	010-4200	555.86
P23-03303	Raymond Geddes And Co Inc	040	MATL/SUPP-INSTRUC	010-4300	917.84
P23-03304	Parent Project Inc	042	Books other than textbooks	010-4200	603.41
P23-03305	HEAR & C	385	MAT/SUP- power cord	010-4300	72.09
P23-03306	AG Designs 805	051	MAT/SUPPLIES (Instructional)	010-4300	1,341.59
P23-03307	CDW G	210	Software/Online subscriptions	010-5818	753.83
P23-03308	Brainpop Com LLC	051	SOFTWARE/ONLINE LICENSE/APPS	010-5818	4,486.25
P23-03309	AG Designs 805	051	MAT/SUPPLIES (Instructional)	010-4300	495.00
P23-03310	Social Thinking Publishing	380	Travel/Conference (LCAP 1.30)	010-5200	1,062.00
P23-03311	CABE	100	CONF	010-5200	925.00
				010-5220	925.00
				010-5221	925.00
				010-5223	925.00
				010-5224	925.00
				010-5225	925.00
P23-03312	CN School & Office Sol, Inc Cu Iver-Newlin	058	BOND/MATL-SUP (ALUMNI-STUDENT DESKS)	214-4300	227,964.55

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ESCAPE ONLINE

Includes Purchase Orders dated 01/10/2023 - 02/02/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-03313	CN School & Office Sol, Inc C lver-Newlin	058	BOND/EQUIP (VS - CLASSROOM FURNITURE)	214-4300	259,614.12
				214-4400	844.21
P23-03314	SCHOOL TECH SUPPLY	036	mat/sup - instructional	010-4418	1,080.48
P23-03315	Extreme Clean	003	stores supplies	010-9320	2,927.90
P23-03316	PASADENA ROBLES ACQUISITION HI LTON PASADENA	335	Travel/Conf - socal kindergarten conf,	010-5200	6,006.07
P23-03317	PORTOLA HOTEL & SPA	056	Prof. Development	010-5200	629.97
P23-03318	SOUTHERN CALIFORNIA KINDERGART EN CONFERENCE INC	335	SoCal KindergartenConference	010-5200	2,940.00
P23-03319	Hyatt Regency Santa Clara	335	CONF - Instruction LCAP 1.32	010-5200	1,354.12
P23-03320	Cardea Services	300	Conf-LCAP 1.09	010-5200	600.00
P23-03321	United Airlines, Inc	335	CONF - Instruction LCAP 1.32	010-5200	892.20
P23-03322	BEST WESTERN PLUS VINEYARD INN	335	Travel/Conf - Instruction P3CC winter convening	010-5200	651.51
P23-03323	EDUCATIONAL MANAGEMENT SOLUTIO NS LLC	200	SERV/ESSER II LCAP 1.15	010-5800	3,999.75
P23-03324	ADVANCED WORKPLACE STRATEGIES, INC.	620	SERV	010-5800	1,000.00
P23-03325	Amazon Com	042	Materials and Supplies (Instructional)	010-4300	190.82
P23-03326	Amazon Com	042	Materials and Supplies (Instructional)	010-4300	106.09
P23-03327	Amazon Com	050	Materials & Supplies-Inst	010-4300	162.20
P23-03328	Amazon Com	036	matl/sup - instructional	010-4300	577.16
P23-03329	Amazon Com	056	Matl/Supp-Instructional	010-4300	582.37
P23-03330	Amazon Com	058	COUNSELOR MATERIALS	010-4300	380.41
P23-03331	Amazon Com	050	Materials & Supplies-Inst	010-4300	56.81
P23-03332	Amazon Com	050	Materials & Supplies	010-4300	650.93
P23-03333	Amazon Com	056	Matl/Supp- Instructional	010-4300	351.78
P23-03334	Amazon Com	630	Grounds Materials and Supplies	010-4300	194.85
P23-03335	Amazon Com	056	Matl/Supp- Instructional	010-4300	112.69
P23-03336	Every Special Child LLC	380	SERV(PARA-S. CABRERA)	010-5100	57,200.00
P23-03337	Every Special Child LLC	380	SERV(PARA-S. MORA)	010-5100	60,000.00
P23-03338	Every Special Child LLC	380	SERV(PARA-K. SCHAUER)	010-5100	57,600.00
P23-03339	Every Special Child LLC	380	SERV(PARA-V. YANEZ)	010-5100	56,400.00
P23-03340	Every Special Child LLC	380	SERV(PARA-E.EQUIHUA)	010-5100	57,200.00
P23-03341	Every Special Child LLC	380	SERV(PARA-D.RAMIREZ)	010-5100	56,000.00
P23-03342	Every Special Child LLC	380	SERV(PARA-L.MARTINEZ)	010-5100	56,000.00
P23-03343	Every Special Child LLC	380	SERV(PARA-J.REA)	010-5100	56,800.00
P23-03344	Every Special Child LLC	380	SERV(PARA-T.THORNBURG)	010-5100	60,000.00
P23-03345	Every Special Child LLC	380	SERV(PARA-M.DE LA LUZ SAPIEN)	010-5100	50,000.00
P23-03346	DreamBox Learning, Inc.	355	SUPP CONC/SERV (GOAL 1, ACTION 5)	010-5800	15,000.00
P23-03347	ALVARO VENEGAS dba/ SWEAT III	345	SUPP CONC/SERV (GOAL 2, STRATEGY 2)	010-5800	46,000.00

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Includes Purchase Orders dated 01/10/2023 - 02/02/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-03348	JOHN S. BASCOM INC PRECISION P LUMBING-MECHANICAL	630	Plumbing repair / Fremont	010-5645	4,576.00
P23-03349	FIRE RECOVERY USA, LLC	630	Fire false alarm fees / Marshall	010-5800	150.00
P23-03350	TRI-SIGNAL INTEGRATION, INC.	630	Fire Alarm Repair / McKinna	010-5632	660.20
P23-03351	Fence Factory	630	Professional Service / Drifill	010-5800	3,271.00
P23-03352	Dial Security	630	Professional Service / Fire Monitoring	010-5800	738.00
P23-03353	Dial Security	630	Professional Service / Fire Monitoring	010-5800	337.00
P23-03354	Dial Security	630	Professional Services / Alarm responses	010-5800	130.00
P23-03355	HUMAN RELATIONS MEDIA CTR INC	300	Software- LCAP 1.10	010-5818	2,300.00
P23-03356	History Brought To Life	054	Serv-instructional	010-5800	810.00
P23-03357	Petroleum Telcom Inc DBA Telecom	054	serv-instructional	010-5800	600.00
P23-03358	GREAT WESTERN INSTALLATIONS IN C	630	Def Maint / Equipt / Marshall (Slide Replacement)	140-4400	2,625.00
P23-03359	GREAT WESTERN INSTALLATIONS IN C	630	Def Maint / Equipt / Marshall Kinder	140-6173	348,135.25
P23-03360	GREAT WESTERN INSTALLATIONS IN C	630	Def Maint / Equipt / Ramona Kinder	140-6173	132,555.84
P23-03361	GREAT WESTERN INSTALLATIONS IN C	630	Def Maint / Equipt / Harrington ES	140-6173	132,479.79
P23-03362	Gopher Sport	355	MAT & SUP PE - (LCAP GOAL #1, ACTION # 9)	010-4300	1,210.54
P23-03363	Chef's Toys & Star Rest Equip	640	6400 EQUIPMENT	010-6400	14,748.73
P23-03364	Cardea Services	300	CONF LCAP 1.09	010-5200	3,900.00
P23-03365	PITNEY BOWES PRESORT SVCS LLC	001	POSTAGE	010-5901	4,500.00
P23-03366	JL DOWNTOWN CAFE	200	MATL/SUPP (Food)	010-4300	819.38
P23-03367	PASADENA ROBLES ACQUISITION HI LTON PASADENA	345	Travel/Conf LCAP 1.20	010-5200	878.33
P23-03369	Grainger Inc	003	materials and supplies	010-4300	237.49
P23-03370	ESGI, LLC	050	SERV/INST	010-5818	8.00
P23-03371	Ashton Awards Inc Aswell Trophy	360	LCAP 3.10	010-4300	1,278.23
P23-03372	Uline	315	MATL/SUPL LCAP 1.6	010-4300	825.23
P23-03373	AutoZone Stores, LLC	003	Repairs & Parts	010-5632	145.98
P23-03375	SCHOOL TECH SUPPLY	057	Materials and Supplies	010-4318	3,441.38
P23-03376	Constance Marie Halpern Mrs Fi gs Bookworm	038	Bks other than textbk-instructional	010-4200	251.40
P23-03377	APPLE INC EDUCATION	630	Comp Equipment / Facilities	010-4318	494.23
P23-03378	MakerBot Industries LLC	315	MATL/SUPL LCAP 1.6	010-4418	2,224.73
P23-03379	Magnatag Visible Systems	610	Office Materials and Supplies	010-4300	531.87
P23-03380	Parent Project Inc	051	MAT/SUPPLIES (iNSTRUCTIONAL)	010-4200	1,297.38
P23-03381	Gopher Sport	051	MAT/SUPPLIES (Instructional)	010-4300	56.24
				010-4400	369.33

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PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-03382	CREATIVE LEARNING SYSTEMS LLC	041	Matl/Sup - Instructional	010-4300	2,471.24
P23-03383	EVENTOS ANA, INC.	051	RENTALS	010-5600	240.00
P23-03384	EVENTOS ANA, INC.	051	RENTALS	010-5600	162.00
P23-03385	LORENZO BISLIG dba/ 3RD WORLD UNLTD GRAPHICS	050	Materials \$ Supp-Inst	010-4300	781.14
P23-03386	SMEKENS EDUCATION SOLUTIONS TH E LITERACY STORE	057	Conference	010-5200	717.00
P23-03387	JS Hospitality Group, LLC Courtyard by Marriott Oxnard	300	CONF-LCAP Goal 1,32 (DLT)	010-5800	5,706.75
P23-03388	SCHOOL TECH SUPPLY	059	Computer Supplies	010-4318	422.97
P23-03389	Veritiv Operating Company	003	stores supplies	010-9320	31,174.49
P23-03390	AC Supply Co	056	Matl/Supp-Instructional	010-4300	571.21
P23-03391	CABE	046	CONF/INSTRUCTION	010-5200	840.00
P23-03392	VEX ROBOTICS LLC	315	MATL/SUPL LCAP 1.6	010-4300	1,916.45
P23-03393	SCHOOL TECH SUPPLY	054	comp- instructional	010-4418	872.91
P23-03394	Petroleum Telcom Inc DBA Telecom	056	Radios	010-4300	2,474.51
P23-03395	Veritiv Operating Company	003	stores supplies	010-9320	10,378.75
P23-03396	BSN Sports	003	stores supplies	010-9320	458.85
P23-03397	LABSOURCE, INC	003	stores supplies	010-9320	1,580.85
P23-03398	Apple Computer Inc	004	COMP SUP	010-4318	545.98
P23-03399	SCHOOL SERVICES OF CALIFORNIA, INC.	600	CONF-Governors Budget 1-19-23	010-5200	295.00
P23-03400	SCHOOL TECH SUPPLY	004	COMP SUP (Keyboards)	010-4318	43,689.08
P23-03401	Veritiv Operating Company	003	stores supplies	010-9320	13,383.13
P23-03402	SCHOOL TECH SUPPLY	004	COMP EQUIP	010-4418	3,397.68
P23-03403	SCHOOL TECH SUPPLY	004	MAT/SUP	010-4300	336.47
P23-03404	Office Depot Bus Ser Div	335	Materials/Supplies	010-4300	87.38
P23-03405	Ventura Co Office Of Education	355	TRAVEL & CONF PD MATH- LCAP GOAL #1, ACTION #19	010-5200	640.00
P23-03406	SOUTHERN CALIFORNIA KINDERGARTEN CONFERENCE INC	345	CONF LCAP 1.20 (Fox)	010-5200	420.00
P23-03407	Lennox Industries Inc	630	Equipt / Harrington Data Room	010-4300 010-4400	226.23 723.15
P23-03408	Office Depot Bus Ser Div	050	Materials & Supplies-Inst	010-4300	589.92
P23-03409	PCASC/TREASURER SERGIO GARCIA	200	conf	010-5200	799.00
P23-03410	Grainger Inc	056	Matl/Supplies	010-4300	790.53
P23-03411	WESTIN LONG BEACH	300	CONF (P C conference)	010-5200	531.37
P23-03412	Southwest Airlines	335	Travel Flight Arrangements for Annette Romero	010-5200	188.96
P23-03413	BEST WESTERN PLUS VINEYARD INN	335	Hotel Annette Romero Pilot Math P3CC Winter Conf	010-5200	165.55

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Includes Purchase Orders dated 01/10/2023 - 02/02/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-03414	Colbi Technologies Inc	600	SERV (QUALITY BIDDERS)	010-5800	50,000.00
P23-03415	Grainger Inc	003	stores supplies	010-9320	788.17
P23-03416	AMERICA'S TEACHING ZOO	054	serv-instructional	010-5800	535.00
P23-03417	Grainger Inc	003	materials and supplies	010-4300	364.35
P23-03418	Amazon Com	300	Supplies - LCAP 3.01	010-4300	611.71
P23-03419	CN School & Office Sol, Inc Cu lver-Newlin	058	MATL/SUP (FOLDING CHAIRS/TRUCKS)	214-4300	12,132.91
				214-4400	1,745.07
P23-03420	SCHOOL TECH SUPPLY	051	COMPUTER EQUIPMENT	010-4318	522.22
P23-03421	PEEBEE & JAY PH	051	MAT/SUPPLIES	010-4300	206.07
P23-03422	Lakeshore Learning Materials	058	TK Supplies	010-4300	79.73
P23-03423	Lakeshore Learning Materials	042	Mat & Suppl (LCAP 1.30)	010-4300	54.60
P23-03424	Lakeshore Learning Materials	050	Materials & Supplies-Inst	010-4300	52.31
P23-03425	SCHOOL TECH SUPPLY	004	COMP EQUIP	010-4418	6,903.68
P23-03426	Amazon Com	057	RSP order - Cerio	010-4300	245.46
P23-03427	VENTURA CO SCHOOL BOARDS ASSOC ATTN EFRAIN CAZARES	100	Conf-VCSBA Dinner Meeting	010-5200	25.00
				010-5220	25.00
				010-5221	25.00
				010-5223	25.00
				010-5225	25.00
P23-03428	Amazon Com	057	Amazon order - Henke	010-4300	276.89
P23-03429	Amazon Com	036	matl/sup - instructional NEWMAN	010-4300	178.84
P23-03430	Amazon Com	057	Materials and Supplies	010-4300	450.45
P23-03431	Amazon Com	380	Books other than textbooks (LCAP 1.30)	010-4200	27.43
P23-03432	Amazon Com	059	Books Other Than Textbooks- Infant Program	010-4200	155.21
P23-03433	Amazon Com	380	Book other than textbooks (LCAP 1.13)	010-4200	132.37
P23-03434	Amazon Com	050	MATERIALS & SUPPLIES-INST	010-4300	97.38
P23-03435	Amazon Com	315	MATL/SUPL LCAP 1.6	010-4300	448.59
P23-03436	Amazon Com	042	Materials and Supplies (Instructional)	010-4300	197.33
P23-03437	Amazon Com	059	Materials & Supplies- Infant Program	010-4300	245.62
P23-03438	Amazon Com	315	MATL/SUPL LCAP 1.6	010-4300	410.56
P23-03439	Amazon Com	050	Materials & Supplies-Inst	010-4300	152.64
P23-03440	Amazon Com	050	Materials & Supplies-Inst	010-4300	110.30
P23-03441	PEEBEE & JAY PH	335	Math/Coaching PD Winter Admin (LCAP 1.3)	010-4300	154.00
P23-03442	Amazon Com	050	Materials & Supplies-Inst	010-4300	183.61
P23-03443	CN School & Office Sol, Inc Cu lver-Newlin	058	BOND/EQUIP (SMITH SYSTEMS-STORAGE)	214-4400	312,788.10
P23-03444	Home Depot Inc	051	MAT/SUPPLIES (Instructional)	010-4300	2,465.71
P23-03445	SCHOLASTIC-FACE AND LITERACY I NITIATIVES	059	Books Other Than Textbooks	010-4200	4,965.41

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Includes Purchase Orders dated 01/10/2023 - 02/02/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-03446	ENOKI EVENTS, LLC BOOST COLLAB ORATIVE	ASES	CONF LCAP 1.6	010-5200	1,229.00
P23-03447	Amazon Com	315	MATL/SUPL LCAP 1.6	010-4300	1,989.21
P23-03448	Jersey Mike's-Victoria Ave	345	mat/sup - LCAP 1.9	010-4300	159.90
P23-03449	Amazon Com	003	Store Supplies	010-9320	1,408.78
P23-03450	CABE	300	Conf-Title III LCAP 3.01	010-5200	4,730.00
P23-03451	ORIENTAL TRADING COMPANY	054	Matl/sup-instructional	010-4300	1,084.82
P23-03452	Curriculum Associates Inc	053	Materials/Supplies-Instructional	010-4300	440.50
P23-03453	Read Naturally, Inc	036	serv - instructional	010-5818	5,700.00
P23-03454	CALIFORNIA COUNCIL FOR THE SOC IAL STUDIES	345	Conf J. Mosby LCAP 1.20	010-5200	525.00
P23-03455	CABE	050	CONF-INST	010-5200	600.00
P23-03456	Sunshine Cottage Sch For Deaf	380	MAT/SUPL (LCAP 1:13)	010-4300	249.61
P23-03457	PEARSON ASSESSMENT	380	MAT/SUPL (LCAP 1:13)	010-4300	660.74
P23-03458	GOBULK.COM	004	COMP SUP (Earbuds)	010-4318	5,107.86
P23-03459	Careerfull LLC	380	OT's attending conference (LPAC 1.13)	010-5200	1,125.00
P23-03460	Bad Wolf Press	050	Materials & Supplies-Inst	010-4300	14.31
P23-03461	EDUCATION FOR EQUITY	046	MATL/SUPPLY-INSTRUCTION	010-4300	333.75
P23-03462	Karen L Anderson Supporting Su c for Children	380	Staff participating in DHH virtual conference	010-5200	2,752.01
P23-03463	Foundation for California Comm unity College	315	CONF LCAP 1.6	010-5200	75.00
P23-03464	ZAPOPAN BUSINESS GROUP LLC WOR LD WIDE IMAGING SUPPLIES	640	MATL/SUP	130-4300	324.44
P23-03465	SCHOOL TECH SUPPLY	004	COMP SUP	010-4318	2,398.37
P23-03467	EL POLLO NORTENO INC	300	Supplies/Refreshments- LCAP 3.01	010-4300	152.40
P23-03469	Blackhawk Products	630	Locksmith Materials and Supplies	010-4343	86.31
P23-03470	California School Boards Assoc	100	CSBA Training	010-5220	799.00
P23-03471	Dial Security	630	Repair / Elm	010-5632	5.00
P23-03472	Ahern Rentals	630	Rental	010-5600	1,163.28
P23-03473	Ahern Rentals	300	Rental- LCAP 3.01	010-5600	187.00
P23-03474	Residence Inn Downtown Long Be ach	046	CONF/INSTRUCTION	010-5200	1,333.89
P23-03475	Ventura Co Office Of Education	320	conf - Santa Clara Title II	010-5800	2,000.00
P23-03476	Petesehria, LLC PizzaMan Dan's	066	MATL/SUP - Instructional	010-4300	500.00
P23-03477	Office Depot Bus Ser Div	042	Materials and Supplies	010-4300	132.33
P23-03478	DICK BLICK COMPANY BLICK ART M ATERIALS	042	Materials and Supplies (Instructional)	010-4300	54.60
P23-03479	Office Depot Bus Ser Div	050	Materials & Supplies-Inst	010-4300	157.58
P23-03480	CROWN CASTLE INTL CORP. SUNESY S	004	SVC/ ERATE	010-5800	15,000.00
P23-03481	Office Depot Bus Ser Div	050	Materials & Supplies	010-4300	318.36

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Includes Purchase Orders dated 01/10/2023 - 02/02/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-03482	California School Boards Assoc	100	CSBA 2023 Coast2Coast Pre Conference	010-5220	115.00
				010-5224	115.00
				010-5225	115.00
P23-03484	CN School & Office Sol, Inc Cui Iver-Newlin	058	BOND/EQUIP (ARTOPEX ADMIN FURNITURE)	214-4300	11,526.53
				214-4400	84,630.41
P23-03485	EL POLLO NORTENO INC	200	MATL/SUPP (Admin. Academy)	010-4300	546.25
P23-03486	Koolmex Cj's BBQ	300	Supplies/Refreshments	010-4300	2,448.08
P23-03487	SCHOOL TECH SUPPLY	004	COMP EQUIP (Tech Refr) LCAP 1.07	010-4418	454,907.90
P23-03488	SCHOOL TECH SUPPLY	004	COMP EQUIP (Tech Rpl) LCAP 1.07	010-4318	160,380.51
P23-03489	PARAGON SYSTEMS, INC	004	SERV-District Office	010-6200	53,447.29
P23-03490	SHARETTE INC.	630	BOND/BLDG (COMMISSIONING SVCS-R AVE)	214-6250	17,160.00
P23-03491	Southwest School & Office Sup	003	stores supplies	010-9320	551.14
P23-03492	Office Depot Bus Ser Div	003	stores supplies	010-9320	4,613.33
P23-03493	AutoZone Stores, LLC	003	Repairs & Parts	010-5632	104.80
P23-03494	Amazon Com	640	MATL/SUP	010-4300	203.09
P23-03495	Amazon Com	320	CompSup - LCAP 1.18 ELPAC laptop cart	010-4312	393.51
P23-03496	Amazon Com	630	Materials and Supplies	010-4300	405.69
P23-03497	Amazon Com	300	Supplies - LCAP 3.01	010-4300	56.04
P23-03498	Amazon Com	300	MATL/SUP (LCAP 1.34)	010-4200	2,027.47
				010-4300	28.36
P23-03499	SOUTHERN CALIFORNIA PIZZA CO	640	SUP	130-4700	5,000.00
P23-03500	SOUTHERN CALIFORNIA PIZZA CO	640	SUP	130-4700	6,000.00
P23-03501	SOUTHERN CALIFORNIA PIZZA CO	640	SUP	130-4700	8,000.00
P23-03502	SOUTHERN CALIFORNIA PIZZA CO	640	SUP	130-4700	12,000.00
P23-03503	SOUTHERN CALIFORNIA PIZZA CO	640	SUP	130-4700	6,000.00
P23-03504	SOUTHERN CALIFORNIA PIZZA CO	640	SUP	130-4700	5,000.00
P23-03505	SOUTHERN CALIFORNIA PIZZA CO	640	SUP	130-4700	7,000.00
P23-03506	SOUTHERN CALIFORNIA PIZZA CO	640	SUP	130-4700	7,000.00
P23-03507	SOUTHERN CALIFORNIA PIZZA CO	640	SUP	130-4700	10,000.00
P23-03508	SOUTHERN CALIFORNIA PIZZA CO	640	SUP	130-4700	10,000.00
P23-03509	SOUTHERN CALIFORNIA PIZZA CO	640	SUP	130-4700	8,000.00

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Includes Purchase Orders dated 01/10/2023 - 02/02/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-03510	SOUTHERN CALIFORNIA PIZZA CO	640	SUP	130-4700	7,000.00
P23-03511	SOUTHERN CALIFORNIA PIZZA CO	640	SUP	130-4700	5,000.00
P23-03512	SOUTHERN CALIFORNIA PIZZA CO	640	SUP	130-4700	8,000.00
P23-03513	SOUTHERN CALIFORNIA PIZZA CO	640	SUP	130-4700	7,000.00
P23-03514	SOUTHERN CALIFORNIA PIZZA CO	640	SUP	130-4700	5,000.00
P23-03515	SOUTHERN CALIFORNIA PIZZA CO	640	SUP	130-4700	5,000.00
P23-03516	SOUTHERN CALIFORNIA PIZZA CO	640	SUP	130-4700	5,000.00
P23-03517	SOUTHERN CALIFORNIA PIZZA CO	640	SUP	130-4700	6,000.00
P23-03518	SOUTHERN CALIFORNIA PIZZA CO	640	SUP	130-4700	10,000.00
P23-03519	Amazon Com	038	matl/supp-instructional	010-4300	2,341.85
P23-03520	Amazon Com	048	BOOKS OTHER THAN TEXTBOOKS-INSTRUCTIONAL	010-4200	1,475.72
P23-03521	Amazon Com	040	MATL/SUPP-INSTRUCIONAL	010-4300	144.64
P23-03522	Amazon Com	059	Materials & Supplies- A. Holiday (Classroom Funds)	010-4300	36.19
P23-03523	Amazon Com	048	MATERIALS AND SUPPLIS-INSTRUCTIONAL	010-4300	162.08
P23-03524	Amazon Com	032	Matl/Sup - Instructional	010-4300	38.38
P23-03525	Amazon Com	055	Matl/Supp-Instructional	010-4300	97.15
P23-03526	Amazon Com	060	Material/Supplies-Inst. Ms. Heaton	010-4200	80.58
P23-03527	Amazon Com	048	MATERIALS AND SUPPLIES-INSTRUCTIONAL	010-4300	85.43
P23-03528	Amazon Com	042	Materials and Supplies (Instructional)	010-4300	294.73
P23-03529	Amazon Com	042	Materials and Supplies (Instructional)	010-4300	257.01
P23-03530	Amazon Com	042	Materials and Supplies (Instructional)	010-4300	263.34
P23-03531	Amazon Com	042	Materials and Supplies (Instructional)	010-4300	54.59
P23-03532	Amazon Com	032	Matl/Sup - Instructional	010-4300	85.03
P23-03533	Amazon Com	032	Matl/Sup - Instructional	010-4300	145.39
P23-03534	Amazon Com	050	Materials & Supplies-Inst	010-4300	53.13
P23-03535	Amazon Com	046	MTL/SUPPLY-INSTRUCTION	010-4300	909.27
P23-03536	Amazon Com	032	Matl/Sup - Instructional	010-4300	49.20
P23-03537	Gopher Sport	355	SERV/ED EFFECT BLOCK GRANT	010-5800	30,000.00
P23-03538	JL DOWNTOWN CAFE	315	MATL/SERVICE LCAP 1.6	010-4300	1,000.00
P23-03539	LENOVO NOTEBOOK REPAIR CENTER	038	comp supp/Styring	010-4318	149.02
P23-03540	GOBULK.COM	040	MATL/SUPP-INSTRUC	010-4300	1,397.27
P23-03541	Urbane Cafe Alex Bello-Mgr	032	Matl/Sup - Instructional	010-4300	257.83

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Includes Purchase Orders dated 01/10/2023 - 02/02/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount
P23-03542	Chumash Indian Museum	053	Materials Supplies- Instructional	010-5800	384.00
P23-03543	Children's Museum of Santa Barbara, MOXI	048	ENTRANCE FEES-INSTRUCTIONAL	010-5800	432.00
P23-03544	CABE	048	ENTRANCE FEES-INSTRUCTIONAL	010-5800	790.00
P23-03545	LUNCHASSIST, INC	640	MEMB/DUES	130-5300	750.00
P23-03546	ARROW RESTAURANT EQUIPMENT & SUPPLIES INC	640	6400 EQUIPMENT	010-4400	73,210.19
				010-6400	36,740.82
P23-03547	Gopher Sport	032	Mat/Sup - Instructional	010-4300	182.23
P23-03548	Sunshine Cottage Sch For Deaf	380	SERV (LCAP 1:13)	010-5818	375.00
P23-03549	Affordable Tables And Chairs	300	Rentals- LCAP 3.01	010-5600	692.50
P23-03550	Petroleum Telcom Inc DBA Telecom	040	MATL/SUPP	010-4300	1,484.71
P23-03551	QUINN COMPANY	004	Repair (QUINN)	010-5632	6,617.46
P23-03552	SCHOOL TECH SUPPLY	051	MAT/SUPLIES	010-4318	414.06
P23-03553	Renaissance Learning Inc	060	Materials/ Renaissance Star Custom	010-5818	1,881.00
P23-03554	Brainpop Com LLC	066	Software-Instructional	010-5818	4,486.25
P23-03555	Lakeshore Learning Materials	040	MATL/SUPP	010-4300	751.47
P23-03556	SCHOOL TECH SUPPLY	385	Overdue Invoice - Comp for Juanita Ruiz	010-4318	267.19
P23-03557	IXL LEARNING, INC	355	SOFTWARE/APPS FOR MATH - LCAP 1.05	010-5818	479.00
P23-03558	GOBULK.COM	320	LCAP 1.18 COMP SUP (Earbuds) ELPAC Testing	010-4300	5,352.16
P23-03559	Ashton Awards Inc Aswell Trophy	048	MATERIALS AND SUPPLIES-INSTRUCTIONAL	010-4300	10.87
P23-03560	Otter Graphics, Inc	059	Materials & Supplies	010-4300	2,551.42
P23-03561	IXL LEARNING, INC	355	SOFTWARE/APPS FOR MATH - LCAP1.05	010-5818	1,250.00
P23-03562	CABE	200	CONF (CABE Exhibitor Booth)	010-5200	680.00
P23-03563	California Science Center	038	SERV-instructional	010-5800	25.00
P23-03564	CABE	050	CONF-INST	010-5200	6,300.00
P23-03565	Printech	038	MATL/SUPP-instructional	010-4300	2,500.00
P23-03566	CUE, INC	060	Spring CUE Conference March 16th-18th	010-5200	1,167.00
P23-03567	Spicers Paper Inc	655	Materials and Supplies	010-4300	1,096.32
P23-03568	BMI Systems Group	004	MAT/SUP	010-4300	698.11
P23-03569	VENTURA CO SCHOOL BOARDS ASSOC ATTN: SHELLY GRIFFEN	100	VCSBA Dinner Meeting	010-5300	200.00
P23-03570	SANTA BARBARA MUSEUM OF NATURAL HISTORY	050	SERV	010-5800	50.00
P23-03571	Every Special Child LLC	380	SERV(PARA-C. GONZALEZ)	010-5100	45,200.00
P23-03572	SMART AND FINAL-C.I. BLVD	055	Mat/Supp-Instructional	010-4300	327.75
P23-03573	SWRCB/SW Fees	630	Bond Funds / Fees / Rose Ave	214-6171	1,016.00
P23-03574	EREFLECT INC	050	ONLINE-SUB	010-5818	488.85
P23-03575	Ventura Co Office Of Education	385	SERV Transportation Foster Youth	010-5800	25,000.00

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Includes Purchase Orders dated 01/10/2023 - 02/02/2023

PO Number	Vendor Name	Loc	Description	Fund Object	Account Amount	
P23-03576	Residence Inn Downtown Long Beach	050	CONF-INST	010-5200	8,003.34	
P23-03577	Amazon Com	055	Matl/Supp-Instructional	010-4300	230.07	
P23-03578	SANTA BARBARA ZOO	038	SERV-instructional/Velasquez	010-5800	261.00	
P23-03579	SCRIPPS NATIONAL SPELLING BEE INC	060	Materials-Sup- Spelling Bee	010-5800	182.50	
P23-03580	California School Boards Assoc	100	CSBA Brown Act Training	010-5220	250.00	
P23-03581	Uline	046	MATERIAL/SUPPLY-INSTRUCTION	010-4300	944.95	
P23-03582	COSTCO WHOLESALE CORPORATION	048	MATERIALS AND SUPPLIES-INSTRUCTIONAL	010-4300	200.00	
P23-03583	Stanford University	320	Serv - Santa Clara Title II	010-5800	380.00	
P23-03584	DreamBox Learning, Inc.	355	SOFTWARE/APPS FOR MATH (LCAP 1.05)	010-5818	253.00	
P23-03585	Rockwell Printing Inc.	ERC	TEXTBOOKS/INST. MATS LCAP 1.29	010-4300	9,794.74	
P23-03586	Kone Inc	630	Repairs / Harrington Elevator	010-5632	648.80	
P23-03587	Residence Inn Downtown Long Beach	200	CONF (CABE hotel for S Carroll)	010-5200	1,365.21	
P23-03588	Grainger Inc	003	stores supplies	010-9320	788.79	
P23-03589	SMART AND FINAL-C.I. BLVD	057	Student Incentives	010-4300	546.25	
P23-03590	Ahern Rentals	300	Rental- LCAP 3.01	010-5600	375.51	
P23-03591	Uline	003	stores supplies	010-9320	1,361.00	
P23-03592	CN School & Office Sol, Inc Culler-Newlin	640	EQUIP (DESK FOR CNS COORDINATOR)	010-4400	2,361.93	
P23-03593	CABE	042	Travel/Conference (Instructional)	010-5200	1,580.00	
P23-03594	Barco Products Company	630	Grounds Equipment	010-4300	2,161.87	
				010-4400	24,769.34	
P23-03595	Spicers Paper Inc	655	Materials and Supplies	010-4300	6,488.85	
P23-03596	Southwest Plastic Binding Co Southwest Binding & Laminating	655	Equipment	010-4400	2,867.81	
P23-03597	Southwest Plastic Binding Co Southwest Binding & Laminating	655	Materials and Supplies	010-4300	1,285.09	
P23-03598	Long Beach Marriott	042	TRAVEL/CONFERENCE	010-5200	1,266.72	
P23-03599	JOHN S. BASCOM INC PRECISION PLUMBING-MECHANICAL	630	Plumbing repair / OSD Bus Yard UG Water Leak	010-5645	2,500.00	
P23-03600	JOHN S. BASCOM INC PRECISION PLUMBING-MECHANICAL	630	Plumbing repair / OSD Bus Yard UG Water Leak	010-5645	10,000.00	
P23-03601	EVENTBRITE, INC	300	CONF	010-5200	1,180.00	
P23-03602	Amazon Com	040	BOOKS OTHER THAN	010-4200	444.36	
P23-03603	Amazon Com	630	Materials and Supplies	010-4300	164.54	
P23-03604	Amazon Com	640	MATL/SUP	010-4300	31.91	
				130-4300	172.34	
P23-03605	Amazon Com	630	Custodial Materials and Supplies	010-4300	457.63	
P23-03606	Amazon Com	320	mat/sup - LCAP 1.18 ELPAC	010-4300	184.78	
Total Number of POs				366	Total	3,947,879.10

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Includes Purchase Orders dated 01/10/2023 - 02/02/2023

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	324	2,234,301.75
130	CAFETERIA FUND	32	168,359.57
140	DEFERRED MAINTENANCE FUND	4	615,795.88
214	BOND FUND MEASURE D 2016	7	929,421.90
		Total	3,947,879.10

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 01/10/2023 - 02/02/2023

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P22-02447	42,800.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	7,220.00
P23-00118	17,500.00	010-4343	GENERAL FUND/LOCKSMITH SUPPLIES	2,500.00
P23-00151	13,000.00	010-4322	GENERAL FUND/FLOOR SUPPLIES	1,969.46
P23-00161	22,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,500.00
P23-00163	50,378.75	010-4325	GENERAL FUND/PLUMBING SUPPLIES	5,000.00
P23-00263	5,000.00	130-4300	CAFETERIA FUND/MATERIALS AND SUPPLIES	3,000.00
P23-00307	8,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,214.17
P23-00335	7,500.00	010-4325	GENERAL FUND/PLUMBING SUPPLIES	2,128.07
P23-00338	42,647.50	010-4325	GENERAL FUND/PLUMBING SUPPLIES	5,462.50
P23-00378	53,000.00	010-4323	GENERAL FUND/HVAC SUPPLIES	5,000.00
P23-00383	3,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P23-00511	17,550.00	513-7434	BOND INTEREST REDEMPTION 2012/Bond Int & Other Svc	1,050.00
P23-00567	10,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	5,000.00
P23-00665	9,000.00	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	4,500.00
P23-00723	3,000.00	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	1,000.00
P23-00966	7,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	495.84
P23-00975	5,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,500.00
P23-01160	13,354.75	130-5800	CAFETERIA FUND/PROFESSIONAL/CONSULTING SERV	159.72
P23-01190	9,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00
P23-01582	1,000.12	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	9.53-
P23-01622	455.88	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	87.67-
P23-01680	1,453.73	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	328.83-
P23-01688	248.78	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	5.95-
P23-01736	746.25	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	200.00
P23-01795	1,084.91	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	175.63-
P23-02092	138.90	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	100.47-
P23-02126	138.01	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	33.62
P23-02267	7,496.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	46.18
		010-5300	GENERAL FUND/DUES AND MEMBERSHIPS	3.82
			Total PO P23-02267	50.00
P23-02271	257.62	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	18.69-
P23-02304	712.89	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	283.62
P23-02373	410.76	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	19.20-
P23-02605	77.68	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	8.04-
P23-02695	10,689.95	010-5221	GENERAL FUND/BOARD MEMBER MADRIGAL	2,137.99-
P23-02716	33.17	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3.34
P23-02769	376.49	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	28.55
P23-02819	67.75	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	10.36
P23-02839	346.93	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	5.89

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

Includes Purchase Orders dated 01/10/2023 - 02/02/2023

PO Changes (continued)

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P23-02847	635.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	1,152.63-
		010-5300	GENERAL FUND/DUES AND MEMBERSHIPS	72.37-
			Total PO P23-02847	1,225.00-
P23-02863	179.19	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	142.88
P23-02916	232.82	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	43.66-
P23-02948	3,595.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	799.00
P23-02949	437.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	218.50
P23-03013	2,828.56	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	424.64
P23-03044	263.30	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	14.33
P23-03053	212.12	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	28.62-
P23-03077	133.45	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	5.49-
P23-03079	226.67	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	22.33-
P23-03097	130.70	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	64.32-
P23-03117	503.88	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	167.96-
P23-03184	8,707.66	010-6418	GENERAL FUND/COMPUTER EQUIPMENT OVER \$5,000	.00
P23-03207	72.44	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	5.88-
P23-03219	1,447.85	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	38.35
P23-03220	626.29	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	17.89-
P23-03235	324.39	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	40.65
P23-03238	689.47	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	22.33-
P23-03242	335.97	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	35.77-
			Total PO Changes	52,462.24

The preceding Purchase Orders have been issued in accordance with the District's Purchasing Policy and authorization of the Board of Trustees. It is recommended that the preceding Purchase Orders be approved and that payment be authorized upon delivery and acceptance of the items ordered.

ESCAPE ONLINE

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: February 15, 2023

Agenda Section: Section C: Consent Agenda

Enrollment Report (Mitchell)

District enrollment as of January 31, 2023 was 14,183. This is 271 less than the same time last year.

FISCAL IMPACT:

N/A

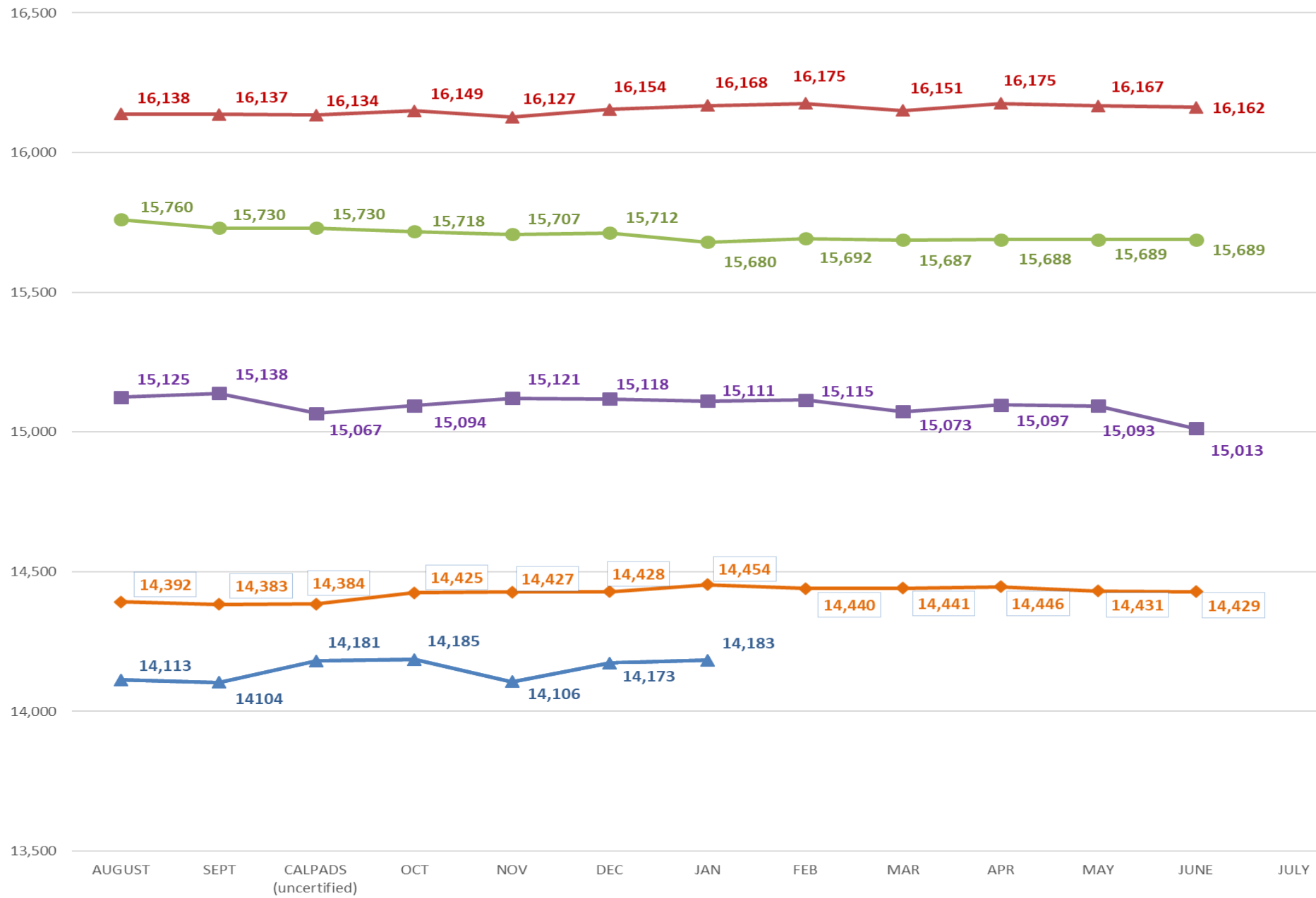
RECOMMENDATION:

Information only.

ADDITIONAL MATERIALS:

Attached: [Graph-Oxnard School District Enrollment History 2018-19 through 2022-23 Actuals \(1 page\)](#)

Oxnard School District Enrollment History 2018-19 through 2022-23 Actuals



▲ 2018-19 Actual
 ● 2019-20 Actual
 ■ 2020-21 Actual
 ◆ 2021-22 Actual
 ▲ 2022-23 Actual

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: February 15, 2023

Agenda Section: Section C: Consent Agenda

Certification of Signatures (Mitchell)

Annually at the beginning of each fiscal year, or after any reorganization or staff change, school districts need to declare the agent(s) authorized to sign orders, warrants, contracts, documents, etc. A statement of authorized agent(s) along with a verified signature must be filed with School Business and Advisory Services at the Ventura County Office of Education.

FISCAL IMPACT:

None.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees declare the attached Certification of Signatures as that of the agent(s) authorized for signature for the Oxnard School District.

ADDITIONAL MATERIALS:

Attached: [Oxnard School District Certification of Signatures \(3 pages\)](#)

OXNARD SCHOOL DISTRICT

CERTIFICATION OF SIGNATURES

I, Dr. Karling Aguilera-Fort, Superintendent/Secretary to the Board of Trustees of the Oxnard School District of Ventura County, California, certify that the signatures shown below are the verified signatures of the members of the Governing Board of the above-named school district (Part 1). Verified signatures of the person or persons authorized to sign orders drawn on the funds of the school district, Notices of Employment, Contracts, etc., appear in Part 2. These certifications are made in accordance with the provisions of Education Code Sections indicated.* If those authorized to sign orders shown in Part 2 are unable to do so, the law requires the signatures of the majority of the Governing Board.

Unless amended by Board action, these approved signatures will be considered valid for the period of February 16, 2023 through June 30, 2023.

Date of Board Action: February 15, 2023

Signature:



Dr. Karling Aguilera-Fort,
Superintendent/Secretary to
the Board of Trustees

PART I

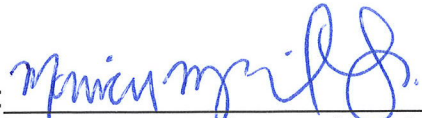
Signatures of Members of the Board

Signature:



Veronica Robles-Solis, President
of the Board of Trustees

Signature:



Monica Madrigal Lopez, Member
of the Board of Trustees

Signature:



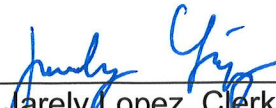
Rose Gonzales, Member
of the Board of Trustees

Signature:



MaryAnn Rodriguez, Member
of the Board of Trustees

Signature:



Jarely Lopez, Clerk
of the Board of Trustees

*Education Code Sections
42632, 42633

PART 2

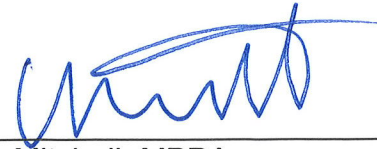
Signatures of Personnel and/or Members of the Governing Board authorized to Sign Checks, Orders for Salary Payment, Notices of Employment, Contracts, etc. Please list after each name all items that person is authorized to sign.

Signature:  _____
Dr. Karling Aguilera-Fort
Title: District Superintendent

Authorized to Sign: Warrants, Orders for Salary Payment, Notices of Employment, Contracts, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving and Clearing Account Checks, Federal and State Applications, Warrant Orders, Appointment of Authorized Agents for Federal and State Applications, Appointment of Representatives to Acquire Surplus Property and All Documents Requiring the Signature of Secretary or Clerk.

Signature:  _____
Dr. Natalia Torres
Title: Assistant Superintendent, Human Resources

Authorized to Sign: Warrants, Orders for Salary Payment, Notices of Employment, Contracts, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving, and Clearing Account Checks, Federal and State Applications, and Warrant Orders.

Signature:  _____
Valerie Mitchell, MPPA
Title: Assistant Superintendent, Business & Fiscal Services

Authorized to Sign: Warrants, Orders for Salary Payment, Notice of Employment, Contracts, Purchase Orders, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving and Clearing Account Checks, Federal and State Applications, and Warrant Orders.

Page Three

Signature: 

Dr. Anabolena DeGenna

Title: Associate Superintendent, Educational Services

Authorized to Sign: Warrants, Orders for Salary Payment, Notices of Employment, Contracts, Reports, Budgets, Budget Transfers, Inter-fund and Intra-fund Transfers, Cafeteria, Revolving, and Clearing Account Checks, Federal and State Applications, and Warrant Orders.

Signature: 

Mary Crandall Plasencia

Title: Director of Finance

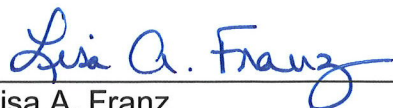
Authorized to Sign: A and B Warrants, Inter-fund and Intra-fund Transfers, Miscellaneous Income Collection Reports, Cafeteria, Revolving and Clearing Account Checks.

Signature: 

Mayte Duenez

Title: Interim Director of Finance

Authorized to Sign: A and B Warrants, Inter-fund and Intra-fund Transfers, Miscellaneous Income Collection Reports, Cafeteria, Revolving and Clearing Account Checks.

Signature: 

Lisa A. Franz

Title: Director of Purchasing

Authorized to Sign: Purchase Orders, Board-Approved Contracts.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: February 15, 2023

Agenda Section: Section C: Consent Agenda

Personnel Actions (Torres/Lin)

The attached are recommended Personnel Actions presented to the Board of Trustees for consideration. The salary placement for the individuals employed will be in accordance with the salary regulations of the District. Personnel Actions include: New hires, transfers, pay changes, layoffs, recall from layoffs, resignations, retirements, authorizations and leaves of absence.

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent of Human Resources and the Interim Director of Classified Human Resources that the Board of Trustees approves the Personnel Actions as presented.

ADDITIONAL MATERIALS:

Attached: [Certificated Personnel Actions 02.15.23 \(1 pg\).pdf](#)
[Classified Personnel Actions 02.15.23 \(2 pg\).pdf](#)

CERTIFICATED PERSONNEL ACTIONS

Listed below are recommended Certificated Personnel Actions presented to the Board of Trustees for consideration. The salaries for the individuals employed will be determined, in accordance with the salary regulations of the District.

New Hires

Gutierrez, JuanCarlo	School Psychologist	2022/2023 School Year
Kim, Joanne	Speech Language Pathologist	2022/2023 School Year
Coronado, Paulina	Substitute Teacher	2022/2023 School Year
Estrada Vasquez, Rigoberto	Substitute Teacher	2022/2023 School Year
Letson, Sharon	Substitute Teacher	2022/2023 School Year
Montes, Gladys	Substitute Teacher	2022/2023 School Year
Padilla, Brenda	Substitute Teacher	2022/2023 School Year
Passno, Sarah	Substitute Teacher	2022/2023 School Year
Perez, Itzel	Substitute Teacher	2022/2023 School Year
Smithson, Arnett	Substitute Teacher	2022/2023 School Year
Zavala, Casey	Substitute Teacher	2022/2023 School Year

39-Month Rehire List

1671	Teacher	February 1, 2023
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New Hires

Aguilar, Annet D.	Language Assessment Technician, Position #2443 Enrollment Center 5.5 hrs./246 days	02/01/2023
Arellano, Justin	Custodian, Position #10466 Custodial Services 8.0 hrs./246 days	01/30/2023
Benesh, Karen L.	Language Assessment Technician, Position #8703 Enrollment Center 5.5 hrs./246 days	01/30/2023
Cervantes, Gissel	Campus Assistant, Position #7349 Chavez 5.0 hrs./180 days	02/01/2023
Gomez, Angelique A.	Child Nutrition Worker, Position #2226 Itinerant-Child Nutrition Services 5.0 hrs./185 days	02/02/2023
Gonzalez, Gabriela	Paraeducator-Special Education, Position #9205 Special Education 5.75 hrs./183 days	02/06/2023
Orozco, Maricela G.	Child Nutrition Worker, Position #2853 Itinerant-Ramona 5.0 hrs./183 days	02/01/2023
Ragis, James P.	Child Nutrition Worker, Position #6410 Itinerant-McKinna 5.0 hrs./185 days	01/23/2023
Sosa, Samantha	Paraeducator- Special Education, Position #10855 Rose Ave 5.75 hrs./183 days	01/19/2023

Limited Term/Substitute

Cortez, Tania	Clerical (substitute)	01/23/2023
Cruz, Marissa	Paraeducator (substitute)	01/23/2023
Cruz-Martinez, Brianda	Clerical (substitute)	01/12/2023
Dominguez, Sue	Clerical (substitute)	01/23/2023
Espitia, Jorge	Custodial (substitute)	01/13/2023
Garcia, Valentina	Clerical (substitute)	01/23/2023
Ibarra, Abigail	Paraeducator (substitute)	01/09/2023
Martinez, Gabriela	Clerical (substitute)/ Para	01/23/2023
Martinez Cornejo, Guadalupe	Clerical (substitute)	01/23/2023
Mateos, Valerie	Clerical (substitute)	01/17/2023
Urbina, Angelica	Clerical (substitute)	01/23/2023
Wright, Ashley	Clerical (substitute)	01/23/2023

Transfers

Bernal, Jose M.	Custodian, Position #1293 Sierra Linda 8.0 hrs./246 days Custodian, Position #6448 Driffill 4.0 hrs./246 days	01/30/2023
Chinas, Mayte B.	Office Assistant II, Position #10625 Marshall 8.0 hrs./203 days Office Assistant II, Position #9727 Marshall 6.0 hrs./203 days	02/01/2023

Transfers (cont.)

Moreno Jr., Nick	Custodian, Position #6449 Lemonwood 8.0 hrs./246 days	02/01/2023
	Custodian, Position #1490 Lemonwood 8.0 hrs./246 days	

Voluntary Demotion

Ochoa, Maria L.	District Office Receptionist, Position #482 Superintendents Office 8.0 hrs./246 days	1/30/2023
	Attendance Accounting Specialist I, Position #1071 Pupil Services 8.0 hrs./246 days	

Reinstatement

Peros, Bonnie K.	Accounting Specialist IV, Position #10657 Budget & Finance 8.0 hrs./246 days	02/09/2023
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Terminations

8152	Custodian, Position #6449 Lemonwood 8.0 hrs/ 246 days	01/25/2023
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Release from Probation

11577	Grounds Maintenance Worker I, Position #10403 Grounds 8.0 hrs./246 days	01/24/2023
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Resignations

Garcia Arroyo, Jonathan I.	District Translator, Position #8119 Special Education 8.0 hrs./246 days	01/26/2023
Navarro, Imelda L.	Paraeducator-Special Education, Position #10647 Lemonwood 5.75 hrs./183 days	01/23/2023
Valentine, Megan M.	School Occupational Therapist, Position #10871 Special Education 8.0 hrs./203 days	12/30/2022
Zozaya Manzanilla, Viviana M.	Paraeducator-Special Education, Position #9307 Special Ed-Driffill 5.75 hrs./183 days	01/31/2023

Retirement

Coronado, Griselda	Paraeducator-General Education, Position #7228 Chavez 5.0 hrs./183 days	01/31/2023
Crandall Plasencia, Mary K.	Director of Finance, Position #73 Budget & Finance 8.0 hrs./246 days	04/07/2023

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: February 15, 2023

Agenda Section: Section C: Consent Agenda

Establishment and Abolishment of Positions (Torres/Lin)

Establish

a five-hour and forty-five minute 180-day Campus Assistant position number 11441 to be established at Driffill School. This position will be established to provide additional support in supervision of students.

a five-hour and forty-five-minute 180-day Campus Assistant position number 11442 to be established at Driffill School. This position will be established to provide additional support in supervision of students.

a five-hour and forty-five-minute 183-day Paraeducator – Special Education position number 9306 to be established at Lemonwood School. This position will be established to update the Paraeducator II position to the new job description of Paraeducator-Special Education.

a five-hour and forty-five minute 183-day Paraeducator-Special Education position number 2403 to be established in the Special Education department. This position will be established to update the Paraeducator II position to the new job description of Paraeducator-Special Education.

Abolish

a five-hour and forty-five minute 183-day Paraeducator-General Education position number 7171 to be abolished at Driffill School. This position will be abolished due to lack of funds.

FISCAL IMPACT:

Cost for 2 Campus Assistants: \$44,926 Title I funds.

Cost for 1 Paraeducator-Special Education: \$30,238 Sped-Idea Basic Local Assis. funds.

Cost for 1 Paraeducator-Special Education: \$30,238 Special Education funds.

Savings for 1 Paraeducator-General Education: \$16,055 Supplemental Concentration funds.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Interim Director, Classified Human Resources, that the Board of Trustees approve the establishment and abolishment of the positions, as presented.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: February 15, 2023

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement/MOU #22-203, Mark Griffiths (DeGenna/Blevins)

Mark Griffiths will provide two assemblies of “Making Good Choices” to students at McAuliffe School on Wednesday, February 22, 2023. Mark will perform songs and skits about making good choices and how to think before you act. Most importantly, the assemblies will address self-esteem, well-being, and personal responsibility.

FISCAL IMPACT:

Not to exceed \$850.00 – Supplemental Concentration

RECOMMENDATION:

It is the recommendation of the Principal, McAuliffe School, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #22-203 with Mark Griffiths.

ADDITIONAL MATERIALS:

Attached: [Agreement-MOU #22-203, Mark Griffiths \(1 Page\)](#)
[Certificate of Insurance \(1 Page\)](#)

Agreement/MOU #22-203
between
Mark Griffiths
and
Oxnard School District

The scope of this document is to define the roles and responsibilities of *Mark Griffiths* in providing a presentation to families on indigenous pride while demonstrating art techniques.

This serves as a Memorandum of Understanding and Responsibility Agreement that the Oxnard School District and Mark Griffiths will work together toward providing two assemblies for students. Each agency, according to its defined role, agrees to participate in coordinating, providing, and financing the following services for this agreement.

- 1. Mark Griffiths agrees to:**
 - a. Perform two assemblies of “Making Good Choices” – one for K-2nd graders, and one for 3rd-5th graders. During the assemblies, Mark will perform songs and skits about making good choices, and how to think before you act.
 - b. Provide insurance coverage that meets the requirements of the Oxnard School District.

- 2. Oxnard School District agrees to:**
 - a. Provide a site for the assemblies.
 - b. Pay Mark Griffiths the amount of \$850.00 for services rendered.

The Oxnard School District and Mark Griffiths shall monitor this agreement to oversee the implementation of the assemblies. This Memorandum of Understanding and Responsibility Agreement shall be effective during the term of February 15, 2023 through February 22, 2023.

PRESENTER:

OXNARD SCHOOL DISTRICT:

Mark Griffiths

Lisa A. Franz, Director, Purchasing

Date

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER K&K Insurance Group, Inc. 1712 Magnavox Way Fort Wayne IN 46804	CONTACT NAME: Mass Merchandising Underwriting	
	PHONE (A/C, No, Ext): 1-800-328-2317	FAX (A/C, No): 1-260-459-5502
E-MAIL ADDRESS: entertainers@kandkinsurance.com		
PRODUCER CUSTOMER ID:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Mark David Griffiths DBA: Marc Griffiths 19187 Cochise Way Apple Valley, CA 92307 A Member of the Sports, Leisure & Entertainment RPG	INSURER A: Nationwide Mutual Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W02118834 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			6BRPG0000007644400	03/06/2022 12:01 AM EDT	03/06/2023 12:01 AM	EACH OCCURRENCE	\$2,000,000
							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$1,000,000
							MED EXP (Any one person)	\$5,000
							PERSONAL & ADV INJURY	
							GENERAL AGGREGATE	\$5,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
							PROFESSIONAL LIABILITY	
							LEGAL LIAB TO PARTICIPANTS	\$2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> NOT PROVIDED WHILE IN HAWAII						COMBINED SINGLE LIMIT (Ea accident)	
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE	
							AGGREGATE	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	
A	MEDICAL PAYMENTS FOR PARTICIPANTS			6BRPG0000007644400	03/06/2022 12:01 AM EDT	03/06/2023 12:01 AM	PRIMARY MEDICAL	\$5,000
							EXCESS MEDICAL	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Performing as Ventriloquist

CERTIFICATE HOLDER Evidence of Coverage	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

Coverage is only extended to U.S. events and activities.

** NOTICE TO TEXAS INSURED: The Insurer for the purchasing group may not be subject to all the insurance laws and regulations of the State of Texas

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: February 15, 2023

Agenda Section: Section C: Academic Agreement

Approval of Agreement #22-205 – Stephanie Enriquez, M.A. (DeGenna/Thomas)

Ms. Enriquez will provide consultation services, via online conference systems, to our History/Social Science TOSA to support him to facilitate the History/Social Science Textbook adoption process. She will also provide Textbook Adoption Toolkit resources, including handouts and presentations.

Term of Agreement: February 16, 2023 through June 30, 2023

FISCAL IMPACT:

Not to exceed \$2,000.00 – Supplemental Concentration

RECOMMENDATION:

It is the recommendation of the Director, School Performance & Student Outcomes, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-205 with Stephanie Enriquez, M.A.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-205, Stephanie Enriquez, M.A. \(13 Pages\)](#)
[Proposal \(2 Pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #22-205

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 15th day of February 2023 by and between the Oxnard School District (“District”) and Stephanie Enriquez, M.A. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”.

RECITALS

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on Exhibit A, attached to this Agreement.

B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.

C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **February 16, 2023 through June 30, 2023** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

3. **Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation, shall not exceed Two Thousand Dollars and Zero Cents (\$2,000.00), unless additional compensation is approved in writing by the District.

- a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

- a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
- b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

6. **Inspection and Final Acceptance.** District may, at its discretion, inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when within sixty (60) days after submitted to District. If District does not reject work by a timely written explanation, Consultant's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. The District may give notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, at the discretion of the District. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the District may terminate this Agreement as provided above. Any failure on the part of the District to give notice of the Consultant's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

8. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement (collectively and individually, the "Documents") shall

become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

9. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance under this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement for a minimum of three years after termination or expiration of this Agreement, or longer if required by law.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.
- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

11. **Independent Contractor.** Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District.

- a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement,

Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

13. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential. Consultant shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of the District, except as may be required by law.

- a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the work performed hereunder.
- b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

14. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant’s performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [X] does not qualify as a “designated employee”.

_____ (Initials)

- c. Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a “designate employee” and should be filing financial interest disclosures, but has not been required to do so by the District.

_____ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

- a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

_____ (Initials)

16. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ “unauthorized aliens” as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

17. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

18. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant’s duties or obligations under this Agreement without the prior written consent of the Board of Directors of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

19. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of the District. The Consultant shall be as fully responsible to the District for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

20. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement.

- a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.
- b. Consultant shall notify District of any changes in Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

21. **Indemnification.**

- a. Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant’s Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, elected board members, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-

consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

- b. Indemnification for Other than Professional Liability. To the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), arising out of or in any way attributable to the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.
- c. General Indemnification Provisions. Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

_____ (Initials)

- d. The provisions of this section do not apply to claims occurring as a result of District's sole negligence or willful acts or omissions.

22. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit C "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Consultant agrees to provide District with copies of required policies upon request.

23. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Anna Thomas
Phone: (805) 385.1501
Fax: (805) 385.1508

To Consultant: Stephanie Enriquez, M.A.
4858 Lafayette Stret
Ventura, CA 93003
Phone: (805) 889.2539
Fax:
Email: sdenriquez4@gmail.com

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

24. **Excusable Delays.** Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

25. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

26. **Administration.** ANNA THOMAS shall be in charge of administering this Agreement on behalf of the District. The Administrator has completed Exhibit D "Conflict of Interest Check" attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the parties with respect to said matters.

29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.

33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT:

STEPHANIE ENRIQUEZ, M.A.:

Signature

Signature

Lisa A. Franz, Director, Purchasing
Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #22-205

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #22-205

SERVICES

I. Consultant will perform the following Services under the Captioned Agreement:

PER ATTACHED PROPOSAL

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the District:

PER ATTACHED PROPOSAL

III. During performance of the Services, Consultant will keep the District appraised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. N/A	
B.	
C.	
D.	

V. Consultant will utilize the following personnel to accomplish the Services:

- None.
- See attached list.

VI. Consultant will utilize the following subcontractors to accomplish the Services (check one):

- None.
- See attached list.

VII. AMENDMENT

The Scope of Services, including services, work product, and personnel, are subject to change by mutual Agreement. In the absence of mutual Agreement regarding the need to change any aspects of performance, Consultant shall comply with the Scope of Services as indicated above

- Not Project Related
- Project #22-205

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #22-205

COMPENSATION

I. Consultant shall use the following rates of pay in the performance of the Services:

Total Compensation Not to Exceed \$2,000.00

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$ N/A per hour without written authorization from the District Superintendent or his designee.

III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all supplies properly charged to the Services.
- C. Line items for all travel properly charged to the Services.
- D. Line items for all equipment properly charged to the Services.
- E. Line items for all materials properly charged to the Services.
- F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed \$2,000.00 as provided in Section 4 of this Agreement.

~~EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #22-205~~

~~INSURANCE~~

~~I. Insurance Requirements. Consultant shall provide and maintain insurance, acceptable to the District Superintendent or District Counsel, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the Current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:~~

~~A. Minimum Scope of Insurance. Coverage shall be at least as broad as:~~

~~(1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) Aggregate and one million dollars (\$1,000,000) per occurrence.~~

~~(2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).~~

~~(3) Insurance coverage should include:~~

- ~~1. owned, non-owned and hired vehicles;~~
- ~~2. blanket contractual;~~
- ~~3. broad form property damage;~~
- ~~4. products/completed operations; and~~
- ~~5. personal injury.~~

~~(4) Workers' Compensation insurance as required by the laws of the State of California.~~

~~(5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.~~

~~(6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:~~

~~Accountants, Attorneys, Education Consultants, \$1,000,000
Nurses, Therapists~~

~~Architects \$1,000,000 or \$2,000,000~~

~~Physicians and Medical Corporations \$5,000,000~~

~~Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination~~

~~H. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:~~

~~A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to District~~

~~B. General Liability, Automobile Liability, and Abuse/Molestation Coverages.~~

~~(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; automobiles owned, leased, hired or borrowed by Consultant, and Abuse/Molestation. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.~~

~~(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non contributory with Consultant's insurance.~~

~~(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.~~

~~(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.~~

~~III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this contract, certificates of insurance necessary to satisfy District that the insurance provisions of this contract have been complied with. The District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.~~

~~A. If any Services are performed by subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.~~

~~B. Any deductibles or self insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.~~

~~C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.~~

- Not Project Related
- Project #22-205

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #22-205

CONFLICT OF INTEREST CHECK

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

Consultants are required to file disclosures when, pursuant to a contract with the District, the Consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached constitute do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **STEPHANIE ENRIQUEZ, M.A.**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

**Proposal for Professional Development
Facilitated by
Stephanie Enriquez, M.A.
to
Oxnard Elementary School District (2022-2023)**

Support for History-Social Science Textbook Adoption for K-5 teachers.

Goals: Provide materials on the CA History-Social Science Framework and the CCSESA Textbook Adoption Toolkit.

Participants:
District-leadership

Duration:
Zoom consultations and collaborations

Date(s)	Deliverables	Cost
2022-2023	<ul style="list-style-type: none"> • Provide presentation materials including handouts and power point presentations. • Respond to inquiries via email. 	Zoom consultations (1hr) <ul style="list-style-type: none"> • Includes collaboration, materials, and email correspondence \$100/meeting
		Not to exceed:\$2,000

**Facilitated by
Stephanie Enriquez, M.A.
to
Oxnard Elementary School District (2022-2023)**

Support and Consultation for History-Social Science Textbook Adoption for K-5 teachers.

Goals: Provide Professional Development for Facilitation.

Participants:
District-leadership

Duration:
Zoom consultations and collaborations

Date(s)	Deliverables	Cost
2022-2023	<ul style="list-style-type: none"> • Review the CCSESA Textbook Adoption Toolkit and process. • Collaborate on Adoption facilitation. • Respond to inquiries via email. 	Zoom consultations (1hr) <ul style="list-style-type: none"> • Includes collaboration, materials, and email correspondence \$100/meeting
		Not to exceed:\$2,000

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: February 15, 2023

Agenda Section: Section C: Academic Agreement

Approval of Agreement #22-206, Ojai Raptor Center (DeGenna/Cordes)

Ojai Raptor Center will provide three (3), 60 minute in-person presentations with bio facts/taxidermy specimens, for students at Lemonwood School on Wednesday, April 12, 2023.

FISCAL IMPACT:

Not to exceed \$315.00 – Title 1

RECOMMENDATION:

It is the recommendation of the Principal, Lemonwood School, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-206 with Ojai Raptor Center.

ADDITIONAL MATERIALS:

- Attached:** [Agreement #22-206, Ojai Raptor Center \(4 Pages\)](#)
- [Invoice \(1 Page\)](#)
- [Certificate of Insurance \(3 Pages\)](#)

OSD AGREEMENT #22-206

[Oxnard School District]

WILDLIFE EDUCATION PROGRAM SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made and entered into this 15th day of

February, 2023 by and between Oxnard School

(hereinafter referred to as "District") and District Ojai Raptor Center, (hereinafter referred to as

Ojai Raptor Center "Provider." 805-798-3600
Provider Telephone Number
P.O. Box 182 805-798-3600
Mailing Address Fax Number
Oak View, CA 93022 ojairaptorcenter@gmail.com
City, State, Zip code E-mail Address
EIN#: 77-0543286
Tax Identification or Social Security Number Business License Number (if applicable)

SERVICES

Provide 3, 60 minute in-person presentation with bio facts / taxidermy specimens

Description of Services

April 12th 10:45AM-2:00PM Lemonwood Elementary School

Date(s) of Service Hour(s) of Service School Site(s)

DOCUMENTATION. In addition to the insurance requirements, Provider will submit the following:

- a. Current permits from both the California Department of Fish and Wildlife and the United States Department of Agriculture;
b. Current health certificate(s), including appropriate vaccinations, signed by a licensed veterinarian;
c. A list or description of all prior incidents and/or injuries involving animal viewing and demonstrations or certification that no such incidents and/or injuries have occurred;
d. A list of precautions to follow to prevent injury to students, including a description of appropriate student behavior and appropriate participant age.

SITE RESPONSIBILITY. Each school site agrees to provide the following for the Provider:

- a. Two (2) eight-foot tables which will be used to place the crates containing Provider's animals;
b. A parking space as close as possible to where the presentation will take place, coned off for the Provider's education vehicle. Provider has a Sprinter van which is about the size of a small Fed Ex vehicle;
c. A stage or presentation area set back six (6) feet' from the audience;
d. The presentation area should be temperature controlled.

These requirements are for the ease and safety of the animals, the audience, and the presenters.

FEES

Compensation for Services:

Table with 2 columns: Service Item, Amount. Rows include Full School Assembly (\$315), Classroom Presentation, Grant Funded Presentation, Other Ancillary Cost, as applicable, and Total not to Exceed (per presentation).

W-9 received

PAYMENT. District will pay Provider after receipt of an invoice, net 30 days.

CONDITIONS. Provider will have no obligation to provide services until District returns a signed copy of this Agreement.

TERM. The term of this Agreement shall commence on 4/12/22 and terminate on 4/12/22.

NATURE OF RELATIONSHIP. The parties agree the relationship created by this Agreement is that of independent contractor. Provider understands and agrees that the Provider, agents, employees, or subcontractors of Provider are not entitled to any benefits normally offered or conveyed to District employees, including coverage under the California Workers' Compensation Insurance laws.

AUTHORITY. Provider represents and warrants that Provider has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

BINDING EFFECT. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

TERMINATION OR AMENDMENT. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

CANCELLATION.

- a. District may cancel a program for any reason by giving the Provider 30 days advance written notice.
- b. Provider reserves the right to cancel program based on extreme weather, for example, a heavy rainstorm or over 100 degree heat. If this situation occurs, every attempt to reschedule will be made.
- c. If any person acts unruly around the animals, Provider reserves the right to exit, and will require full payment of services.

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY. Provider represents and agrees that it does not and shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

GOVERNING LAW AND VENUES. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

DISPUTE RESOLUTION. The parties agree that, in the event of any dispute under the agreement in which the amount sought is \$5,000.00 or less, any litigation to resolve the dispute shall be brought in the Ventura County Small Claims Court.

If the amount in dispute exceeds \$5,000.00, the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

If the mediator is unable to resolve the dispute, then the parties shall submit the matter to binding arbitration in Ventura County pursuant to the rules of the American Arbitration Association.

ATTORNEYS FEES. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or arbitrator, shall be entitled to recover its reasonable attorney's fees and costs incurred in connection with such actions or proceeding.

INDEMNIFICATION. Provider agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to person or property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Provider or those of any of its officers, agents, employees, or subcontractors of Provider, whether such act or omission is authorized by this Agreement or not. Provider shall also pay for any and all damage to the Real and Personal Property of the District, or loss or theft of such Property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on District premises by Provider, Provider's agents, employees or subcontractors. Provider further hereby waives any and all rights of subrogation that it may have against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

INSURANCE. Provider, at its own cost and expense, shall procure and maintain during the term of this Agreement, policies of insurance for the following types of coverage:

Workers' Compensation Insurance. Provider shall procure and maintain, during the term of this Agreement, Workers' Compensation Insurance, as required by California law, on all of its employees engaged in work related to the performance of this Agreement. Provider shall procure and maintain Employers' Liability insurance coverage of \$1,000,000. In the case of any activities which are hired or subcontracted, Provider shall require all vendors and subcontractors to provide Workers' Compensation Insurance for all of the vendor's and/or subcontractor's employees to be engaged in such activities unless such employees are covered by the protection afforded by the Provider's Workers' Compensation Insurance.

Commercial General Liability Insurance. Provider shall procure and maintain, during the term of this Agreement, General Liability Insurance coverage in the amounts of \$1,000,000 per occurrence and \$2,000,000 aggregate.

Commercial General Liability insurance shall include products/completed operations, broad form property damage, and personal and advertising injury coverage.

Any and all vendors and subcontractors hired by Provider in connection with the activities described in this Agreement shall maintain such insurance unless the Provider's insurance covers the subcontractor and its employees.

Automobile Liability. Provider shall procure and maintain, during the full term of this Agreement following Automobile Liability Insurance with the following coverage limits:

Personal vehicles: \$500,000.00 combined single limit, or
\$100,000.00 per person / \$300,000.00 per accident

Commercial vehicles: \$1,000,000.00 combined single limit

Certificates of Insurance. Provider and any and all vendors and subcontractors working for Provider shall provide certificates of insurance to the District as evidence of the insurance coverage required herein, not less than 15 days prior to commencing the proposed activity, and at any other time upon the request of the District. Certificates of such insurance shall be filed with the District on or before commencement of the services under this Agreement.

Provider's and any and all Provider subcontractor's Commercial General Liability insurance and Abuse and Molestation coverage shall name the District, its employees, and school board members as additional insureds, evidenced by an endorsement to the policy.

Insurance written on a "claims made" basis is to be renewed by the Provider and all Provider subcontractors for a period of three (3) years following termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this agreement, and will cover the Provider for all claims made.

Failure to Procure Insurance. Failure on the part of Provider, or any of its subcontractors, to procure or maintain required insurance shall constitute a material breach of contract under which the District may immediately terminate this Agreement.

Insurance documentation will be retained by the Ventura County Schools Self-Funding Authority (VCSSFA) on behalf of all member school districts and charter schools that are additional covered parties of the VCSSFA.

ACKNOWLEDGEMENT AND AGREEMENT

I have read this agreement and agree to its terms

Jaclyn DeSantis
Provider signature

2/1/22
Date

SITE AGREEMENT

N/A
Site Administrator

Signature

Date

DISTRICT APPROVAL

District Administrator
Lisa A. Franz, Director, Purchasing

Signature

Date



**OJAI RAPTOR CENTER WILDLIFE EDUCATION PROGRAM
INVOICE AND CONTRACT**

P.O. Box 182, Oak View, CA 93022
805-649-6884

INVOICE #2092

DATE: 11/30/22

BILL TO: Heidi Llamas
Lemonwood School

FOR:
Wildlife Education Program

Date and Time of Presentation

DESCRIPTION	AMOUNT
1 Native Wildlife as Rodent Control Zoom April 12 th @ 10:45AM	\$65
3 Classroom Outreach Presentations Adaptations (\$225 ea) April 21 st (times TBD)	Title 1 donation for 2 programs (-\$450) \$.50/mile gas charge: \$25.00
SUBTOTAL	
TAX RATE 0.00%	
OTHER \$0.00	
TOTAL \$315	

Payment type: Credit Card _____ Check _____

Name on credit card:

CC#:

Exp. Date:

Make all checks payable to Ojai Raptor Center. Please send to ORC P.O. Box 182, Oak View CA 93022 or pay day of. If you have any questions concerning this invoice, contact Jaclyn DeSantis at jaclyn@ojairaptorcenter.org

Signature of representative agreeing to the above terms: _____ Date: _____

Please return signed contract via pdf/excel/photo to ojairaptorcenter@gmail.com or print and mail to P.O. Box 182, Oak View CA, 93022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/22/2022

171

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Santa Barbara Insurance Agency 1920 De La Vina Santa Barbara, CA 93101 License #: 0H00490	CONTACT NAME: Justin Knothe	FAX (A/C, No): (805)682-7032	
	PHONE (A/C, No, Ext): (805)569-0731	E-MAIL ADDRESS: justin@sbinsagency.com	
INSURED Ojai Raptor Center Kimberly Stroud PO Box 182 Oak View, CA 93022-0182	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Nonprofits Ins Alliance		
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES CERTIFICATE NUMBER: 00000411-62683 REVISION NUMBER: 37

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		2021-08533	08/01/2022	08/01/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 20,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
	D and O							\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is added as an additional insured per endorsement.

CERTIFICATE HOLDER

Ventura County Schools
Self-Funding Authority
5189 A Verdugo Way
Camarillo, CA 93012

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

(JDK)

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POLICY NUMBER: 2022-08533
 Named Insured: Ojai Raptor Center

COMMERCIAL GENERAL LIABILITY
 CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Ventura County Schools Self Funding Authority	All insured premises and operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: February 15, 2023

Agenda Section: Section C: Enrichment Agreement

Approval of Agreement #22-210 – Gopher Sport (DeGenna/Shea)

Gopher Sport SPARK will provide five (5) Professional Development sessions for after school program staff to include curriculum, on-site teacher training, content-matched equipment, and follow-up support during the 2022-2023 academic year.

Term of Agreement: February 16, 2023 through June 30, 2023

FISCAL IMPACT:

Not to exceed \$16,800.45 – Expanded Learning Opportunity Grant

RECOMMENDATION:

It is the recommendation of the Director, Enrichment & Specialized Programs, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-210 with Gopher Sport.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-210, Gopher Sport \(13 Pages\)](#)
[Quote #QT100613 \(4 Pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #22-210

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 15th day of February 2023 by and between the Oxnard School District (“District”) and Gopher Sport (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”.

RECITALS

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on Exhibit A, attached to this Agreement.

B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.

C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **February 16, 2023 through June 30, 2023** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

3. **Time for Performance.** The scope of services set forth in Exhibit A shall be completed during the Term pursuant to the schedule specified Exhibit A. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in Exhibit B “Compensation”. The total compensation, shall not exceed Sixteen Thousand Eight Hundred Dollars and Forty-Five Cents (\$16,800.45), unless additional compensation is approved in writing by the District.

- a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

- a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
- b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

6. **Inspection and Final Acceptance.** District may, at its discretion, inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when within sixty (60) days after submitted to District. If District does not reject work by a timely written explanation, Consultant's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. The District may give notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, at the discretion of the District. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the District may terminate this Agreement as provided above. Any failure on the part of the District to give notice of the Consultant's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

8. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement (collectively and individually, the "Documents") shall

become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

9. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance under this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement for a minimum of three years after termination or expiration of this Agreement, or longer if required by law.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.
- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

11. **Independent Contractor.** Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District.

- a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement,

Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

13. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential. Consultant shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of the District, except as may be required by law.

- a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the work performed hereunder.
- b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

14. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant’s performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [X] does not qualify as a “designated employee”.

_____ (Initials)

- c. Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a “designate employee” and should be filing financial interest disclosures, but has not been required to do so by the District.

_____ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

- a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

_____ (Initials)

16. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ “unauthorized aliens” as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

17. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

18. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant’s duties or obligations under this Agreement without the prior written consent of the Board of Directors of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

19. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of the District. The Consultant shall be as fully responsible to the District for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

20. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement.

- a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.
- b. Consultant shall notify District of any changes in Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

21. **Indemnification.**

- a. Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant’s Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, elected board members, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-

consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

- b. Indemnification for Other than Professional Liability. To the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), arising out of or in any way attributable to the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.
- c. General Indemnification Provisions. Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

_____ (Initials)
- d. The provisions of this section do not apply to claims occurring as a result of District's sole negligence or willful acts or omissions.

22. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit C "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Consultant agrees to provide District with copies of required policies upon request.

23. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Dr. Ginger Shea
Phone: (805) 385.1501
Fax: (805) 385.1508

To Consultant: Gopher Sport
2525 Lemond Street SW
Owatonna, MN 55060-0998
Attention: Brian Hull
Phone: (800) 533.0446
Fax: (800) 451.4855

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

24. **Excusable Delays.** Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

25. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

26. **Administration.** DR. GINGER SHEA shall be in charge of administering this Agreement on behalf of the District. The Administrator has completed **Exhibit D** “Conflict of Interest Check” attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the parties with respect to said matters.

29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.

33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT:

GOPHER SPORT:

Signature

Signature

Lisa A. Franz, Director, Purchasing
Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #22-210

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #22-210

SERVICES

I. Consultant will perform the following Services under the Captioned Agreement:

PER ATTACHED QUOTE #QT100613

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the District:

PER ATTACHED QUOTE #QT100613

III. During performance of the Services, Consultant will keep the District apprised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. N/A	
B.	
C.	
D.	

V. Consultant will utilize the following personnel to accomplish the Services:

- None.
- See attached list.

VI. Consultant will utilize the following subcontractors to accomplish the Services (check one):

- None.
- See attached list.

VII. AMENDMENT

The Scope of Services, including services, work product, and personnel, are subject to change by mutual Agreement. In the absence of mutual Agreement regarding the need to change any aspects of performance, Consultant shall comply with the Scope of Services as indicated above

- Not Project Related
- Project #22-210

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #22-210

COMPENSATION

I. Consultant shall use the following rates of pay in the performance of the Services:

Total Compensation Not to Exceed \$16,800.45

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$ N/A per hour without written authorization from the District Superintendent or his designee.

III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all supplies properly charged to the Services.
- C. Line items for all travel properly charged to the Services.
- D. Line items for all equipment properly charged to the Services.
- E. Line items for all materials properly charged to the Services.
- F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed \$16,800.45 as provided in Section 4 of this Agreement.

- Not Project Related
- Project #22-210

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #22-210

INSURANCE

I. Insurance Requirements. Consultant shall provide and maintain insurance, acceptable to the District Superintendent or District Counsel, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the Current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) Aggregate and one million dollars (\$1,000,000) per occurrence.

(2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).

(3) Insurance coverage should include:

1. owned, non-owned and hired vehicles;
2. blanket contractual;
3. broad form property damage;
4. products/completed operations; and
5. personal injury.

(4) Workers' Compensation insurance as required by the laws of the State of California.

~~_____ (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.~~

~~_____ (6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:~~

~~_____ Accountants, Attorneys, Education Consultants, _____ \$1,000,000~~
~~_____ Nurses, Therapists~~

~~_____ Architects _____ \$1,000,000 or \$2,000,000~~

~~_____ Physicians and Medical Corporations _____ \$5,000,000~~

~~**Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination**~~

II. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

Not Project Related

Project #22-210

A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to District

B. General Liability, Automobile Liability, and Abuse/Molestation Coverages.

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; automobiles owned, leased, hired or borrowed by Consultant, ~~and Abuse/Molestation.~~ The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this contract, certificates of insurance necessary to satisfy District that the insurance provisions of this contract have been complied with. The District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. If any Services are performed by subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

- Not Project Related
- Project #22-210

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #22-210

CONFLICT OF INTEREST CHECK

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

Consultants are required to file disclosures when, pursuant to a contract with the District, the Consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached constitute do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **GOPHER SPORT**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing



The leader in Physical Education, Athletics, and Fitness equipment

In-service Dates: TBD

Participants: TBD (not to exceed 40 participants per professional development session)

of sites: 1

of SPARK Stars: TBD

In-service Location: TBD

Sessions (or trips): 5 (5 Starter After School PD sessions)

Special Notes/Instructions: **Please reference quote #QT100613 that was emailed to you.**

When SPARK Professional Development Training(s) are purchased, you are eligible to receive 1 of 3 promotions! Please see below (promotions are dependent on the type of PD training(s) that were purchased):

A. Virtual post-training session(s) with a SPARK trainer

- a. Starter ½ day: 30-minute session (\$250 value)
- b. Standard 1 day: 1-hour session (\$500 value)
- c. Premium 2-days: Two 1-hour sessions (\$1,000 value)

B. A one-time exclusive discount on Gopher equipment

- a. Starter: \$100 off
- b. Standard: \$250 off
- c. Premium: \$500 off

C. Bonus raffle prizes at your SPARK training

- a. Starter: 5 stainless steel SPARK mugs (\$150 value)
- b. Standard: 10 mugs (\$300 value)
- c. Premium: 15 mugs (\$450 value)



Quote

Quote #: QT100613

Quote Date: 01-Feb-2023

Expire Date: 30-Jun-2023

Contact Name: Ginger Shea

Ship To:

Oxnard Elementary School Dist
514 W. WOOLEY ROAD
Oxnard CA 93030
United States

Sales Manager: Brian Hull
brianhull@sparkpe.org
Tel: 855-500-3623
Fax: 507-446-2219

Shipping Contact: Ginger Shea

Bill To:

Oxnard Elementary School Dist
1051 S A St
Oxnard CA 93030
United States

Quote Total:

\$16,800.45

Billing Contact:

Item availability may change hourly based on incoming orders. Please place your order quickly to ensure fast shipment of your product(s).

Item	Qty Requested	Qty Available	Est Ship Date	Unit Price	Extended Price
56-404 SPARK After School Professional Development - Starter	1	46	01-Feb-2023	\$1,999.00	\$1,999.00
Item Promotion				-3%	(\$59.97)
56-404 SPARK After School Professional Development - Starter	1	46	01-Feb-2023	\$1,999.00	\$1,999.00
Item Promotion				-3%	(\$59.97)
56-404 SPARK After School Professional Development - Starter	1	46	01-Feb-2023	\$1,999.00	\$1,999.00
Item Promotion				-3%	(\$59.97)
56-404 SPARK After School Professional Development - Starter	1	46	01-Feb-2023	\$1,999.00	\$1,999.00



Unconditional 100% Satisfaction Guarantee

Unconditional 100% Satisfaction Guarantee

Your satisfaction is our #1 concern. If you are not satisfied with your purchase for any reason at any time, contact us and we will replace the product, credit your account, or refund the purchase price. No questions. No hassles. No exclusions. No kidding!

Phone: 800-533-0446

Fax: 800-451-4855

customer@gophersport.com

Phone: 507-451-7470

International Customers:
globalservices@gophersport.com

Fax: 507-451-4755



QT100613



Quote

Quote #: QT100613

Quote Date: 01-Feb-2023

Expire Date: 30-Jun-2023

Item	Qty Requested	Qty Available	Est Ship Date	Unit Price	Extended Price
Item Promotion				-3%	(\$59.97)
56-404 SPARK After School Professional Development - Starter	1	46	01-Feb-2023	\$1,999.00	\$1,999.00
Item Promotion				-3%	(\$59.97)
T00005 SPARK Travel 5	1		01-Feb-2023	\$1,500.00	\$1,500.00
Item Promotion				-3%	(\$45.00)
T00005 SPARK Travel 5	1		01-Feb-2023	\$1,500.00	\$1,500.00
Item Promotion				-3%	(\$45.00)
T00005 SPARK Travel 5	1		01-Feb-2023	\$1,500.00	\$1,500.00
Item Promotion				-3%	(\$45.00)
T00005 SPARK Travel 5	1		01-Feb-2023	\$1,500.00	\$1,500.00
Item Promotion				-3%	(\$45.00)
T00005 SPARK Travel 5	1		01-Feb-2023	\$1,500.00	\$1,500.00
Item Promotion				-3%	(\$45.00)
T00005 SPARK Travel 5	1		01-Feb-2023	\$1,500.00	\$1,500.00

Note: Requested PD dates: TBD

Contract Information: Omnia Partners Contract
Number: 16-SRD-010. Force ID: 2583180



Unconditional 100% Satisfaction Guarantee

Unconditional 100% Satisfaction Guarantee

Your satisfaction is our #1 concern. If you are not satisfied with your purchase for any reason at any time, contact us and we will replace the product, credit your account, or refund the purchase price. No questions. No hassles. No exclusions. No kidding!

Phone: 800-533-0446

Fax: 800-451-4855

customer@gophersport.com

Phone: 507-451-7470

International Customers:
globalservices@gophersport.com

Fax: 507-451-4755



QT100613



Quote

Quote #: QT100613

Quote Date: 01-Feb-2023

Expire Date: 30-Jun-2023

Promotion Code: OMNIA-3
(\$524.85)

G - 1% off \$10,000-\$25,000
(\$169.70)

Subtotal: \$16,970.15

Shipping, Handling & Processing: \$0.00

Estimated Sales Tax : \$0.00

Quote Total: \$16,800.45

Order prepayment may be required. We offer 30-day terms on approved credit. Full payment terms and wire transfer information are available by request.



Unconditional 100% Satisfaction Guarantee

Unconditional 100% Satisfaction Guarantee

Your satisfaction is our #1 concern. If you are not satisfied with your purchase for any reason at any time, contact us and we will replace the product, credit your account, or refund the purchase price. No questions. No hassles. No exclusions. No kidding!

Phone: 800-533-0446

Fax: 800-451-4855

customer care@gophersport.com

Phone: 507-451-7470

International Customers:
globalservices@gophersport.com

Fax: 507-451-4755



QT100613

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort, Ed.D.

Date of Meeting: February 15, 2023

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #22-213 – Francisca S. Sanchez dba/Provocative Practice (Aguilera-Fort)

Provocative Practice will provide the district with development, facilitation, and implementation of action plans for the district's Strategic Plan.

Term of Agreement: February 16, 2023 through December 31, 2023

FISCAL IMPACT:

\$45,000.00 – Unrestricted General Fund

RECOMMENDATION:

It is recommended by the Superintendent that the Board of Trustees approve Agreement #22-213 with Francisca S. Sanchez dba/Provocative Practice.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-213 \(13 pages\)](#)
[Proposal \(3 pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #22-213

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 15th day of February 2023 by and between the Oxnard School District (“District”) and Francisca S. Sanchez dba/Provocative Practice (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on **Exhibit A**, attached to this Agreement.

B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.

C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **February 16, 2023** through **December 31, 2023** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation, including reimbursement for actual expenses, shall not exceed Forty-Five Thousand (\$45,000.00), unless additional compensation is approved in writing by the District.

- a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

- a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
- b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

6. **Inspection and Final Acceptance.** District may, at its discretion, inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when within sixty (60) days after submitted to District. If District does not reject work by a timely written explanation, Consultant's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. The District may give notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, at the discretion of the District. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the District may terminate this Agreement as provided above. Any failure on the part of the District to give notice of the Consultant's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

8. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement (collectively and individually, the "Documents") shall become the sole property of District and may be used, reused or otherwise disposed of by District without the

permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

Both parties recognize that strategic planning work and services to be provided by the Consultant will build on the Consultant's previously created and owned work, and the District will make no claims on the Consultant's foundational work. The Consultant retains ownership of any work, materials, files, or other documents that were in existence prior to February 15, 2023. Furthermore, the Consultant maintains rights to all intellectual property that is the result of her creativity, design, or artistry.

9. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance under this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement for a minimum of three years after termination or expiration of this Agreement, or longer if required by law.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.
- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

11. **Independent Contractor.** Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District.

- a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

13. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential. Consultant shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of the District, except as may be required by law.

- a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the work performed hereunder.
- b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

14. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a "designated employee" must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [X] does not qualify as a "designated employee".

_____ (Initials)

- c. Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a "designate employee" and should be filing financial interest disclosures, but has not been required to do so by the District.

_____ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

- a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

_____ (Initials)

16. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ “unauthorized aliens” as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

17. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

18. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant’s duties or obligations under this Agreement without the prior written consent of the Board of Directors of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

19. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of the District. The Consultant shall be as fully responsible to the District for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

20. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement.

- a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.
- b. Consultant shall notify District of any changes in Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

21. **Indemnification.**

- a. Consultant agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to property, or any

other loss, sustained or claimed to have been sustained arising out of activities of the Consultant or those of any of Consultant's officers, agents, employees, or subcontractors, whether such act or omission is authorized by this Agreement or not. Consultant shall also pay for any and all damage to the Property of the District, or loss or theft of such Property, done or caused by such persons. District assumes no responsibility whatsoever for any property placed on district premises. Consultant further agrees to waive all rights of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

_____ (Initials)

- b. The provisions of this section do not apply to claims occurring as a result of District's sole negligence or willful acts or omissions.

22. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit C** "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Consultant agrees to provide District with copies of required policies upon request.

23. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Dr. Karling Aguilera-Fort
Phone: (805) 385.1501 x2034
Fax: (805) 483.7426

To Consultant: Francisca S. Sanchez dba/Provocative Practice
16 Jersey Lane
Patterson, CA 95363
Phone: (909) 322.9844
Fax:
Email: franciscasanchez53@gmail.com

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

24. **Excusable Delays.** Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

25. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

26. **Administration.** DR. KARLING AGUILERA-FORT shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** “Conflict of Interest Check” attached hereto.
27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.
29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.
31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.
32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.
33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT:

**FRANCISCA S. SANCHEZ
dba/PROVOCATIVE PRACTICE:**

Signature

Signature

Valerie Mitchell, Asst. Supt., Business and Fiscal Services
Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #22-213

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #22-213

SERVICES

I. Consultant will perform the following Services under the Captioned Agreement:

PER ATTACHED PROPOSAL DATED 2/07/2023

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the District:

PER ATTACHED PROPOSAL DATED 2/07/2023

III. During performance of the Services, Consultant will keep the District appraised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. N/A	
B. N/A	
C. N/A	
D. N/A	

V. Consultant will utilize the following personnel to accomplish the Services:

- None.
- See attached list.

VI. Consultant will utilize the following subcontractors to accomplish the Services (check one):

- None.
- See attached list.

VII. AMENDMENT

The Scope of Services, including services, work product, and personnel, are subject to change by mutual Agreement. In the absence of mutual Agreement regarding the need to change any aspects of performance, Consultant shall comply with the Scope of Services as indicated above

- Not Project Related
- Project #22-213

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #22-213

COMPENSATION

I. Consultant shall use the following rates of pay in the performance of the Services:

TOTAL NOT TO EXCEED \$45,000.00 PER ATTACHED PROPOSAL

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$ N/A per hour without written authorization from the District Superintendent or his designee.

III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly or flat rate.
- B. Line items for all supplies properly charged to the Services.
- C. Line items for all travel properly charged to the Services.
- D. Line items for all equipment properly charged to the Services.
- E. Line items for all materials properly charged to the Services.
- F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed \$45,000.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #22-213

INSURANCE

I. **Insurance Requirements.** Consultant shall provide and maintain insurance, acceptable to the District Superintendent or District Counsel, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the Current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

A. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:

(1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) Aggregate and one million dollars (\$1,000,000) per occurrence.

(2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).

(3) Insurance coverage should include:

1. owned, non-owned and hired vehicles;
2. blanket contractual;
3. broad form property damage;
4. products/completed operations; and
5. personal injury.

(4) Workers' Compensation insurance as required by the laws of the State of California.

~~(5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.~~

(6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination

II. **Other Provisions.** Insurance policies required by this Agreement shall contain the following provisions:

Not Project Related

Project #22-213

A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to District

B. General Liability, Automobile Liability, and Abuse/Molestation Coverages.

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; automobiles owned, leased, hired or borrowed by Consultant, ~~and Abuse/Molestation~~. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this contract, certificates of insurance necessary to satisfy District that the insurance provisions of this contract have been complied with. The District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. If any Services are performed by subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

- Not Project Related
- Project #22-213

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #22-213

CONFLICT OF INTEREST CHECK

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

Consultant's are required to file disclosures when, pursuant to a contract with the District, the Consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached constitute do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **FRANCISCA S. SANCHEZ dba/PROVOCATIVE PRACTICE**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Valerie Mitchell
Asst. Supt., Business and Fiscal Services



Francisca S. Sánchez

16 Jersey Lane • Patterson, CA 95363

909.322.9844 (C) • 209.894.7816 (H) • franciscasanchez53@gmail.com

TO: Karling Aguilera-Fort, Ed.D, Superintendent
Oxnard School District

FROM: Francisca Sánchez

SUBJECT: PROPOSAL FOR STRATEGIC PLANNING SERVICES

DATE: February 7, 2023,

In response to your request, I am submitting this revised proposal to provide Oxnard SD with strategic planning support and implementation services beginning in February 2023 and continuing through December 2023.

I understand your goal is to ensure deep implementation of Oxnard EMPOWERS so that the Oxnard community is able to realize its vision of student success embodied in the Oxnard Student Profile. To that end, I propose that we conduct the following activities:

COMPONENT 1: ARTICULATION/ALIGNMENT OF PLANS WITH OXNARD EMPOWERS (February – March 2023)

Work with Dr. DeGenna to identify all existing plans and leads for those plans and begin the process of aligning those plans to Oxnard EMPOWERS. Revise the LCAP to incorporate Oxnard EMPOWERS vision/mission, learner profile, values, principles, strategic goals, and recommendations for action. Align LCAP funding to support implementation of Oxnard EMPOWERS. Meet with the plan leads to take them through an orientation to Oxnard EMPOWERS and the alignment process. Design and convene a SPSA Clinic for school site teams to orient them to Oxnard EMPOWERS, provide a forum for site teams to learn about the process for developing Oxnard EMPOWERS-aligned SPSAs, and engage site teams in exploring high-leverage practices and programs, aligned to Oxnard EMPOWERS, that they might incorporate into their SPSAs in order to dramatically improve student engagement, achievement, and sustainable success. Address ELOP as part of the planning.

COMPONENT 2: DESIGN & ESTABLISH AN OXNARD EMPOWERS IMPLEMENTATION INFRASTRUCTURE (February - March 2023)

Provide guidance and consultation to the Oxnard EMPOWERS Lead to establish an Oxnard EMPOWERS Leadership Council structure to support the Lead in providing oversight to the strategic plan implementation. Establish an Oxnard EMPOWERS Implementation Team with Strategic Goal Leads, Action Leads, and key others to launch implementation of Oxnard EMPOWERS.

COMPONENT 3: FACILITATE DEVELOPMENT OF AN IMPLEMENTATION (ACTION) PLAN & DESIGN/CONDUCT AN ORIENTATION FOR THE IMPLEMENTATION TEAM (March - April 2023)

Plan a two-day convening to develop the strategic goal implementation plans. Organize and facilitate the convening so that an implementation plan is developed for each of the five strategic goal areas. Upload the implementation plans to the identified online project management system. Organize and facilitate a two-day orientation for the Implementation Team on Oxnard EMPOWERS, the implementation infrastructure, plans, Implementation Team responsibilities and protocols, and the use of the identified online project management system.

COMPONENT 4: PROVIDE GUIDANCE & SUPPORT TO THE IMPLEMENTATION TEAM. (April - December 2023)

Design a monthly convening structure for the Oxnard EMPOWERS Implementation Team, including calendar of meetings, purpose and outcomes, agenda format, and implementation activities, and professional growth opportunities. Meet one day/month with the implementation team to focus on the year's priorities, assess progress, troubleshoot, grow the team's professional capacity. Support implementation of the action plans.

COMPONENT 5: PROVIDE IMPLEMENTATION OVERSIGHT SUPPORT TO THE OXNARD EMPOWERS LEAD. (April =December 2023)

Support and coach the Oxnard EMPOWERS Lead with implementation of the action plans. In collaboration with the Oxnard EMPOWERS Lead and other district support staff, establish a strategic plan monitoring system that allows the Superintendent and Cabinet, all Implementation Team members, and key others identified by the Superintendent to regularly know the status of any action plan and that provides staff with implementation responsibilities with the tools to assess progress and make mid-course corrections as needed. Make recommendations to the Superintendent and Oxnard EMPOWERS Lead regarding public accountability protocols that will allow any stakeholder to know the overall progress/status of each recommendation for action on a quarterly basis.

COMPONENT 6: PROVIDE TRAINING AND INFORMATIONAL PRESENTATIONS TO STAFF AND COMMUNITY GROUPS TO EXTEND KNOWLEDGE AND OWNERSHIP OF OXNARD EMPOWERS. (April - December, 2023)

In collaboration with the Superintendent and his leadership team, design and deliver training and other presentations to staff, community groups, parents, and the Board of Education to share Oxnard EMPOWERS and implementation progress, engage stakeholders in greater support of Oxnard EMPOWERS, and build staff and community will to make the Oxnard EMPOWERS vision a reality in Oxnard. Three presentations/trainings are included as part of this component.

TOTAL COST FOR COMPONENTS 1-4: \$65,550

DISCOUNT APPLIED: \$20,550

ADJUSTED TOTAL COST: \$45,000

District Responsibilities

The District will have responsibility for:

- Duplicating all necessary materials.
- Providing access to required documents and staff.
- Serving as the liaison between consultant and district staff and other stakeholders.
- Providing the necessary meeting facilities, set up, and refreshments.
- Providing access to the information technology infrastructure and staff to facilitate communication, project monitoring, and project evaluation.

Costs Not Included in This Proposal

- Project Management Software/Hardware
- Facilitation Training for Staff
- Data Dashboard Development

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: February 15, 2023

Agenda Section: Section C: Support Services Agreement

Approval of Agreement #22-212 with Ventura County Office of Education - SESS (DeGenna/Nocero)

Ventura County Office of Education, Social/Emotional Services Specialists (SESS), provide behavior consultation to support classroom management skills and behavior management in the classroom. SESS are able to provide more directed behavior and/or social emotional support for general education students. SESS providers and District Administrator will work together to develop a schedule of duties to best meet the District's needs.

Term of Agreement: July 1, 2023 through June 30, 2024

FISCAL IMPACT:

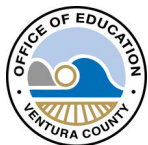
Not to Exceed \$132,914.56 - LCFF Funds

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Associate Superintendent, Educational Services, that the Board of Trustees approve Agreement #22-212 with VCOE.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-212 VCOE- SESS 2023-24 \(3 Pages\)](#)



INTER-DISTRICT SERVICES AGREEMENT

This Services Agreement (the "Agreement") is made and entered into _____ by and between _____ (Date)

_____ (hereinafter referred to as "Local Educational Agency" or "LEA") and _____ (District or Charter School)

Ventura County Office of Education (hereinafter referred to as "VCOE"). VCOE and LEA may be referred to herein individually as a "Party" and collectively as the "Parties."

LEA
Street Address
City, State, Zip code

Contact Name
Contact Telephone Number
Contact E-mail Address

Services. Services will be provided as described on the "Statement of Work" (the "Work" or "Service") attached hereto and incorporated herein by this reference.

Payment. All payments will be made after receipt of invoice, net 30 days.

Nature of Relationship. The parties agree the relationship created by this Agreement is that of independent contractor.

Authority. VCOE represents and warrants that VCOE has all requisite power and authority to conduct its business and to execute, deliver, and perform this Agreement.

Binding Effect. This Agreement shall inure to the benefit and shall be binding upon all of the parties to this Agreement, and their respective successors in interest or assigns.

Termination or Amendment. This Agreement may be terminated or amended in writing at any time by mutual written consent of all of the parties to this Agreement, and may be terminated by either party for any reason by giving the other party 30 days advance written notice.

Compliance with Laws. VCOE hereby agrees that VCOE, officers, agents, employees, and subcontractors of VCOE shall obey all local, state, and federal laws and regulations in the performance of this Agreement.

VCOE shall be responsible for the safety of its employees and shall comply with California Code of Regulations Title 8, section 3205, COVID-19 Prevention.

Non-Discrimination and Equal Employment Opportunity. VCOE represents and agrees that it does not and shall not discriminate against any employee or applicant for employment, company, individual or group of individuals, because of ancestry, age, color, disability (physical and mental, including HIV and AIDS), genetic information, gender identity, gender expression, marital status, medical condition, military or veteran status, national origin, race, religion, sex/gender, and sexual orientation.

Fingerprinting. VCOE shall ensure that VCOE and any employee who interacts with students, outside of the immediate supervision and control of the student's parent or guardian or a school employee, has a current valid criminal records summary as described in California Education Code section 44237.

Tuberculosis. VCOE shall ensure that any employee who interacts with students has submitted to VCOE a tuberculosis risk assessment or has been examined to determine that he or she is free of infectious tuberculosis.

Governing Law and Venues. This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in state or federal court situated in the County of Ventura, State of California.

Dispute Resolution. If any dispute arises out of or in connection with the Agreement, representatives of the Parties with authority to settle the dispute shall communicate, in person, electronically, or in writing within 30 days of written notice, in a good faith effort to resolve the dispute.

If the unresolved dispute is not resolved the parties agree that they will first submit the matter to a mutually agreed upon mediator. Notwithstanding the next section, Attorneys Fees, the cost of the mediator shall be borne equally by the parties.

Attorney Fees. In the event of any action or proceeding to interpret or enforce the terms of this Agreement, the prevailing party, as determined by the court or mediator, shall be entitled to recover its reasonable attorney fees and costs incurred in connection with such actions or proceeding.

Indemnification.

- a. If VCOE and LEA each participate in the VCSSFA, each party therefore collectively indemnifies and defends the other for general liability coverage under the VCSSFA self-insurance program.
b. VCOE will indemnify LEAs not participating in the VCSSFA as follows: VCOE shall defend, indemnify and hold LEA and its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, 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 VCOE, its officials, administrators, managers, employees or agents.

Inter-District Agreement for Services

- c. LEA not participating in VCSSFA will indemnify VCOE as follows: LEA shall defend, indemnify and hold VCOE, its governing board, officials, administrators, managers, employees and agents, harmless from and against any and all liability, loss, expense, reasonable attorneys’ fees, or claims for injury or damage 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 LEA, its governing board, officials, administrators, managers, employees or agents.

Insurance.

- a. If VCOE and LEA participate in the VCSSFA, each party therefore collectively self-insure for general liability and property coverage, or have been afforded coverage as Additional Covered Parties, under the VCSSFA self-insurance programs. VCOE also self-insures for workers’ compensation coverage.
- b. LEAs not participating in the VCSSFA must maintain coverages commensurate with its operations and activities.

Nature of Agreement. This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes any and all other agreements and communications however characterized, written or oral, between or on behalf of the parties hereto with respect to the subject matter hereof. This Agreement may only be modified by a written instrument signed by authorized representatives of each of the parties hereto.

Counterpart Execution: Electronic Delivery. This Agreement may be executed in any number of counterparts which, when taken together, shall constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by PDF email or electronic facsimile transmission and shall have the same legal effect as an “ink-signed” original.

Acknowledgement and Agreement

I have read this Agreement and agree to its terms

--	--	--

VCOE Executive Director Internal Business Services	VCOE Signature	Date
--	----------------	------

Local Educational Agency Approval

Valerie Mitchell, Asst. Supt.,
Business & Fiscal Services

LEA Business Office Administrator	Signature	Date
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STATEMENT OF WORK

Term (required). The term of this Agreement shall commence on _____ and terminate on _____. The parties may agree to annual extensions after expiration of the initial term.

Fees (required).

Estimated Compensation or Cost for Services (see	\$ _____
below) Other Ancillary Cost or fees, as applicable	\$ _____
Total not to Exceed	\$ _____

DESCRIPTION OF WORK (required):

WORK SCHEDULE (if applicable):

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: February 15, 2023

Agenda Section: Section C: Facilities Agreement

Approval of Agreement #22-211, Pavement Engineering Inc. (Mitchell/Miller)

Pavement Engineering Inc. (PEI) will provide Engineering Design and Support, Inspection, and Contract Administration Services for the pavement projects at Driffill, Education Service Center, Kamala, Lopez, Marina West, McAuliffe, Ramona, and Ritchen schools.

Term of Agreement: February 16, 2023 through June 30, 2024

FISCAL IMPACT:

\$427,000.00 – Deferred Maintenance

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Facilities, that the Board of Trustees approve Agreement #22-211 with Pavement Engineering Inc. in the amount not to exceed \$427,000.00.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-211, Pavement Engineering Inc. \(13 Pages\)](#)
[Proposal \(5 Pages\)](#)

OXNARD SCHOOL DISTRICT

Agreement #22-211

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 15th day of February 2023 by and between the Oxnard School District (“District”) and Pavement Engineering Inc. (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties”.

RECITALS

- A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on **Exhibit A**, attached to this Agreement.
- B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.
- C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

- Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.
- Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from **February 16, 2023 through June 30, 2024** (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.
- Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.
- Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation, shall not exceed Four Hundred Twenty-Seven Thousand Dollars and Zero Cents (\$427,000.00), unless additional compensation is approved in writing by the District.

- a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

- a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
- b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

6. **Inspection and Final Acceptance.** District may, at its discretion, inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when within sixty (60) days after submitted to District. If District does not reject work by a timely written explanation, Consultant's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. The District may give notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, at the discretion of the District. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the District may terminate this Agreement as provided above. Any failure on the part of the District to give notice of the Consultant's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

8. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement (collectively and individually, the "Documents") shall

become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

9. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance under this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement for a minimum of three years after termination or expiration of this Agreement, or longer if required by law.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.
- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

11. **Independent Contractor.** Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District.

- a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement,

Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

13. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential. Consultant shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of the District, except as may be required by law.

- a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the work performed hereunder.
- b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

14. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant’s performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [X] does not qualify as a “designated employee”.

_____ (Initials)

- c. Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a “designate employee” and should be filing financial interest disclosures, but has not been required to do so by the District.

_____ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

- a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

_____ (Initials)

16. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ “unauthorized aliens” as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

17. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

18. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant’s duties or obligations under this Agreement without the prior written consent of the Board of Directors of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

19. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of the District. The Consultant shall be as fully responsible to the District for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

20. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement.

- a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.
- b. Consultant shall notify District of any changes in Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

21. **Indemnification.**

- a. Indemnification for Professional Liability. Where the law establishes a professional standard of care for Consultant’s Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless District and any and all of its officials, elected board members, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities, damages, costs and expenses, including attorney’s fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or sub-

consultants (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

- b. Indemnification for Other than Professional Liability. To the full extent permitted by law, Consultant shall indemnify, protect, defend and hold harmless the Indemnified Parties from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys fees and costs, court costs, interest, defense costs, and expert witness fees), arising out of or in any way attributable to the performance of this Agreement by Consultant or by any individual or entity for which Consultant is legally liable, including but not limited to officers, agents, employees or sub-contractors of Consultant.
- c. General Indemnification Provisions. Consultant agrees to obtain executed indemnity Agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required here, Consultant agrees to be fully responsible according to the terms of this section. Failure of District to monitor compliance with these requirements imposes no additional obligations on District and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend District as set forth here is binding on the successors, assigns or heirs of Consultant and shall survive the termination of this Agreement.

_____ (Initials)

- d. The provisions of this section do not apply to claims occurring as a result of District's sole negligence or willful acts or omissions.

22. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in Exhibit C "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Consultant agrees to provide District with copies of required policies upon request.

23. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Dana Miller
Phone: (805) 385.1514
Fax: (805) 486.5848

To Consultant: Pavement Engineering Inc.
3485 Sacramento Drive, Suite A
San Luis Obispo, CA 93401
Attention: Sam Ho
Phone: (805) 781.2265
Fax: (805) 781.2267

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

24. **Excusable Delays.** Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

25. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

26. **Administration.** DANA MILLER shall be in charge of administering this Agreement on behalf of the District. The Administrator has completed Exhibit D "Conflict of Interest Check" attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein. This Agreement supersedes any prior understanding or agreement, oral or written, of the parties with respect to said matters.

29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.

30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.

31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.

32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.

33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT:

PAVEMENT ENGINEERING INC.:

Signature

Signature

Lisa A. Franz, Director, Purchasing
Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #22-211

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #22-211

SERVICES

I. Consultant will perform the following Services under the Captioned Agreement:

PER ATTACHED PROPOSAL NO. MP22-551B, DATED 1/19/2023

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the District:

PER ATTACHED PROPOSAL NO. MP22-551B, DATED 1/19/2023

III. During performance of the Services, Consultant will keep the District appraised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. N/A	
B.	
C.	
D.	

V. Consultant will utilize the following personnel to accomplish the Services:

- None.
- See attached list.

VI. Consultant will utilize the following subcontractors to accomplish the Services (check one):

- None.
- See attached list.

VII. AMENDMENT

The Scope of Services, including services, work product, and personnel, are subject to change by mutual Agreement. In the absence of mutual Agreement regarding the need to change any aspects of performance, Consultant shall comply with the Scope of Services as indicated above

- Not Project Related
- Project #22-211

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #22-211

COMPENSATION

I. Consultant shall use the following rates of pay in the performance of the Services:

Total Compensation Not to Exceed \$427,000.00

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$ N/A per hour without written authorization from the District Superintendent or his designee.

III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the hourly rate.
- B. Line items for all supplies properly charged to the Services.
- C. Line items for all travel properly charged to the Services.
- D. Line items for all equipment properly charged to the Services.
- E. Line items for all materials properly charged to the Services.
- F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed \$427,000.00 as provided in Section 4 of this Agreement.

- Not Project Related
- Project #22-211

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #22-211

INSURANCE

I. Insurance Requirements. Consultant shall provide and maintain insurance, acceptable to the District Superintendent or District Counsel, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the Current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) Aggregate and one million dollars (\$1,000,000) per occurrence.

(2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).

(3) Insurance coverage should include:

1. owned, non-owned and hired vehicles;
2. blanket contractual;
3. broad form property damage;
4. products/completed operations; and
5. personal injury.

(4) Workers' Compensation insurance as required by the laws of the State of California.

~~_____ (5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.~~

~~_____ (6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:~~

~~_____ Accountants, Attorneys, Education Consultants, _____ \$1,000,000
 _____ Nurses, Therapists~~

~~_____ Architects _____ \$1,000,000 or \$2,000,000~~

~~_____ Physicians and Medical Corporations _____ \$5,000,000~~

~~**Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination**~~

II. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

Not Project Related

Project #22-211

A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to District

B. General Liability, Automobile Liability, and Abuse/Molestation Coverages.

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; automobiles owned, leased, hired or borrowed by Consultant, ~~and Abuse/Molestation.~~ The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this contract, certificates of insurance necessary to satisfy District that the insurance provisions of this contract have been complied with. The District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. If any Services are performed by subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

- Not Project Related
- Project #22-211

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #22-211

CONFLICT OF INTEREST CHECK

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

Consultants are required to file disclosures when, pursuant to a contract with the District, the Consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached constitute do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **PAVEMENT ENGINEERING INC.**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

January 19, 2023

MP22-551B

Dana Miller
 Maintenance and Operations Director
 Oxnard School District
 1051 S A Street
 Oxnard, CA 93030

Subject: Proposal for Engineering Design Services and Contract Administration for the 2023 Oxnard SD Pavement Project

Dear Dana:

We appreciate the opportunity to quote for engineering design services, inspection, engineering support and contract administration for the District's 2023 asphalt maintenance work. The treatments and estimated construction costs are from the District's Five-Year Pavement Assessment Study, dated November 2020.

The District has selected the following areas for the project:

SCHOOL SITE	AREAS	TREATMENT TYPE	ESTIMATED CONSTRUCTION COST	DESIGN COST	QA COST
Driffill	F	Rehabilitation	\$78,000	\$7,500	\$10,000
Education Service Center	A, B	Maintenance	\$63,000	\$5,500	\$7,000
Kamala	A, B, C, D, E, F	Maintenance	\$78,000	\$7,500	\$8,000
Lopez	E	Convert to PCC	\$162,000	\$5,500	\$6,000
Marina West	E, H, I	Rehabilitation / PCC	\$346,000	\$25,000	\$30,000
McAuliffe	B	Rehabilitation	\$362,000	\$25,000	\$30,000
Ramona	G	Rehabilitation	\$429,000	\$33,000	\$35,000
Ritchen	A, C, D, E, F, G, H	Rehabilitation	\$931,000	\$60,000	\$80,000
Sierra Linda	A, B, D, E, F1, F2	Rehabilitation / Maintenance	\$336,000	\$22,000	\$30,000
Total Cost:			\$2,785,000	\$191,000	\$236,000

SCOPE OF WORK

Task 1: Engineering Design Services

Our scope of work includes preparing plans, technical specifications and an engineer's estimate for each project school site. The plans will clearly define the areas of work and the associated details will provide clarity for each item of work. The specifications will provide the technical requirements for performing each item of work.

As part of the scope of work, PEI will core the existing asphalt to determine the current structural section (AC and AB) and sample and test the native soil to determine the R-values for each area identified as needing a rehabilitation treatment. This information is essential for establishing a cost-effective, long lasting pavement design.

At the start of the design process, PEI will discuss with District staff to discuss each site and determine if there are any specific drainage problems or other special needs that can be addressed or corrected as part of our design.

During the bid process, PEI will provide support services, including preparation of addenda as necessary. DSA review/approval and city permitting are not included in the scope of work.

Task 2: Inspection, Engineering Support and Contract Administration Services

Our scope of work includes attending meetings, including preconstruction, progress and final inspection; reviewing schedule and technical submittals; reviewing payment requests; developing technical change orders; processing final payments; project closeout and coordinating all work with the District.

PEI will provide an inspector to observe all construction activities at each site and provide field testing for the pavement portions of the work. Testing services include the field and laboratory testing necessary to assure that the contractor is providing the required quality of workmanship and materials during construction. Field testing include performing field density tests on soils, aggregates and asphalt concrete using a nuclear density gauge. Laboratory tests include determining the maximum density and optimum moisture content for soils and aggregates and maximum compacted unit weight, maximum theoretical unit weight, stability, air voids and core unit weights for asphalt concrete.

Regular visits by the project manager are included in this work. The project manager will be the owner's representative liaison for the construction project, will report on the project progress and quantities and will provide written inspection reports for each day of construction, while the daily duties or specialized tasks are performed by PEI personnel.

Upon completion of the project, PEI will prepare a final report that outlines all the work completed at the various sites along with test results.

FEES

PEI is providing a fee for each task and sites as summarized in the table.

Task 1: Engineering Design Services

Our estimated fee to perform the design work identified in the engineering design will be invoiced as Task 1 (NTE \$191,000).

Task 2: Inspection, Engineering Support and Contract Administration Services

PEI will review this fee with the District when the 90% design documents are completed. PEI's work for this task will be invoiced on a time and materials basis. The level of PEI effort is estimated based on an eight-hour day and providing engineering support/contract administration, testing and inspection services. Additionally, inspection services are invoiced as follows:

Between 0 and 4 hours will be invoiced at 4 hours
Between 4 and 8 hours will be invoiced at 8 hours

Our inspection fees account for prevailing wages. Overtime will apply for workdays exceeding eight hours. This proposal assumes that the District will monitor the contractor pertaining to all labor compliance issues.

Dana Miller
MP22-551B
January 19, 2023
Page 4

SCHEDULE

Depending on the selection of sites, the turnaround time can change once a 90% package is prepared, PEI will meet with the District to review the plans and will expedite any revisions.

All fees and costs associated with this project are subject to final negotiation with the Oxnard School District. The attached proposal conditions apply. DSA approval and review, city permitting, the design of C.3 stormwater improvements, and LID's are not included in our scope of work.

We look forward to working with you, Dana. Our goal is to deliver services with the highest degree of honesty, trust and professionalism. If you have any questions regarding the contents of this proposal, please do not hesitate to call me at (805) 781-2265.

Very truly yours,
PAVEMENT ENGINEERING INC.



Sam Ho, P.E.
Senior Associate Engineer

Enclosures: Proposal Conditions

PROPOSAL CONDITIONS

1. Proposal is valid for thirty days from the date of the proposal.
2. All work shall be performed utilizing common methods and practices of the civil engineering profession. Reports and construction documents will be signed by a registered civil engineer.
3. Fees for lump sum or unit price proposals will be charged at the quoted price. The quoted prices include all laboratory testing costs. Fees for engineering and technical services on a time and materials basis will be charged at the applicable hourly rates of the current PEI fee schedule.
4. The proposal is based upon providing liability insurance with limits up to \$1,000,000.
5. Payment: Invoices will be submitted at the completion of the work for engineering reports. Inspection fees will be invoiced on a monthly basis. All invoices are due upon receipt. Interest of 1-1/2% per month (but not exceeding the maximum rate allowable by law) will be payable on any amounts not paid within 30 days, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. Attorney fees or other costs incurred in collecting any delinquent amount shall be paid by the client.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: February 15, 2023

Agenda Section: Section C: Special Education Agreement

**Ratification of Amendment #3 to Agreement #20-120 – 360 Degree Customer Inc.
(DeGenna/Jefferson)**

At the Board Meeting of February 3, 2021, the Board of Trustees ratified Agreement #20-120 with 360 Degree Customer Inc., in the amount of \$700,000.00, to provide supplemental staffing for the Special Education Department on an “as needed” basis for fiscal years 2020-2021, and 2021-2022.

At the Board Meeting of December 15, 2021, the Board of Trustees ratified Amendment #1, at no additional cost, to update the rate sheet previously supplied by 360 Degree Customer Inc.

At the Board meeting of March 16, 2022, the Board of Trustees ratified Amendment #2, in the amount of \$600,000.00, to cover additional paraeducator staff due to the lack of direct hires, for a new total agreement amount of \$1,300,000.00.

Amendment #3, in the amount of \$900,000.00, is needed to cover additional paraeducator staff due to the lack of direct hires, for a new total agreement amount of \$2,200,000.00.

FISCAL IMPACT:

\$900,000.00 – Special Education Funds

RECOMMENDATION:

It is recommended by the Director, Special Education, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Amendment #3 to Agreement #20-120 with 360 Degree Customer Inc.

ADDITIONAL MATERIALS:

Attached: [Amendment #3 \(1 Page\)](#)

[Amendment #2 \(1 Page\)](#)

[Amendment #1 \(2 Pages\)](#)

[Agreement #20-120, 360 Degree Customer Inc. \(5 Pages\)](#)

**Amendment #3 to Agreement #20-120 with
360 Degree Customer Inc.
February 15, 2023**

At the Board Meeting of February 3, 2021, the Board of Trustees ratified Agreement #20-120 with 360 Degree Customer Inc., in the amount of \$700,000.00, to provide supplemental staffing for the Special Education Department on an "as needed" basis for fiscal years 2020-2021, and 2021-2022.

At the Board Meeting of December 15, 2021, the Board of Trustees ratified Amendment #1, at no additional cost, to update the rate sheet previously supplied by 360 Degree Customer Inc.

At the Board meeting of March 16, 2022, the Board of Trustees ratified Amendment #2, in the amount of \$600,000.00, to cover additional paraeducator staff due to the lack of direct hires, for a new total agreement amount of \$1,300,000.00.

Amendment #3, in the amount of \$900,000.00, is needed to cover additional paraeducator staff due to the lack of direct hires, for a new total agreement amount of \$2,200,000.00.

360 Degree Customer Inc.:

By: _____

Date: _____

Oxnard School District:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

**Amendment #2 to Agreement #20-120 with
360 Degree Customer Inc.
March 16, 2022**

At the Board Meeting of February 3, 2021, the Board of Trustees ratified Agreement #20-120 with 360 Degree Customer Inc., in the amount of \$700,000.00, to provide supplemental staffing for the Special Education Department on an "as needed" basis for fiscal years 2020-2021, and 2021-2022.

At the Board Meeting of December 15, 2021, the Board of Trustees ratified Amendment #1, at no additional cost, to update the rate sheet previously supplied by 360 Degree Customer Inc.

Amendment #2, in the amount of \$600,000.00, is needed to cover additional paraeducator staff due to the lack of direct hires, for a new total agreement amount of \$1,300,000.00.

360 Degree Customer Inc.:

By: 

Date: 3/2/2022

Oxnard School District:

By: 
Lisa A. Franz, Director, Purchasing

Date: 3-21-2022

**Amendment #1 to Agreement #20-120 with
360 Degree Customer Inc.
December 15, 2021**

At the Board Meeting of February 3, 2021, the Board of Trustees ratified Agreement #20-120 with 360 Degree Customer Inc., in the amount of \$700,000.00, to provide supplemental staffing to the Oxnard School District on an "as needed" basis for the Special Education Department for fiscal years 2020-2021 and 2021-2022.

Amendment #1 updates the original rate sheet supplied by the staffing agency and will not increase the original contract amount.

360 Degree Customer, Inc.:



Signature

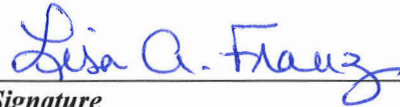
Mathew Kurian , Manager

Typed Name/Title

3/2/2022

Date

Oxnard School District:



Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

3-2-2022

Date



RATE CARD

Speech Therapists	:	\$90 PER HOUR
Bilingual Speech Therapist	:	\$95 PER HOUR
Occupational Therapist	:	\$90 PER HOUR
Physical Therapist	:	\$90 PER HOUR
Psychologists	:	\$110 PER HOUR
SLPA	:	\$75 PER HOUR
School Nurses	:	\$90 PER HOUR
Special Educational Teachers	:	\$90 PER HOUR
Para Educators	:	\$50 PER HOUR

360 Degree Customer Inc.

473 Sapena Ct. Suite #7, Santa Clara, CA 95054, Ph: 408-234-8419 Fax: 408-624-9355

Web site: www.360dtherapy.com

PROFESSIONAL SERVICES AGREEMENT

By this agreement made and entered into on the 3rd day of February 2021, between the Oxnard School District (referred to as OSD) located at 1051 South A Street, Oxnard, CA - 93030

and 360 Degree Customer Inc (hereinafter referred to as Consultant) located at 473 Sapena Ct, Ste # 7, Santa Clara, CA - 95054, in consideration of their mutual covenants, the parties hereto agree as follows:

A. DUTIES OF CONSULTANT The Consultant shall provide the following Professional services, studies and/or reports. The Speech Therapist will also need to hold IEP meetings, complete IEPs, track and monitor all services, and attend meetings and trainings

*Provide direct therapy service; recommend equipment to carry out therapy program in consultation with director, principals, teacher/school staff and parents.
Continuous service unless contractor gives 45 day notice or superintendent gives 45 day notice to terminate or amend.*

B. CONTRACT PERIOD: The Consultant's work as specified in this agreement shall commence on Date as specified in Addendum A.

C. COMPENSATION For the full performance of this agreement, the OSD shall pay the Consultant as follows: Consultant's Fee:

- a. For Consultant : Name of the Consultant and Rate as Specified in Addendum A
- b. Consultants will work for 5 days per week as per school year calendar

Payment to be made as follows: Payments to be made every month within 30 days of receipt of invoice.

D. GENERAL TERMS AND CONDITIONS

1. INDEMNIFICATION:

- a.) Except with regard to professional negligence, as provided in paragraph (b) below, the Consultant shall indemnify, hold harmless and defend the (OSD) and each of its, officers, officials, employees, volunteers and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by OSD, the Consultant or any other person and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and

litigation expense), arising or alleged to have arisen directly or indirectly out of the active or passive negligence of the Consultant or any of its employees or agents in the performance of this contract. The Consultant's obligations under the preceding sentence shall apply regardless of whether the OSD or any of its, officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of the OSD.

- b.) Specifically regarding professional negligent errors or omissions, the Consultant shall indemnify, hold harmless, and defend the OSD, its officers, officials, employees, volunteers or agents, from any and all loss, liability, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the OSD, the Consultant or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses) incurred by OSD, the Consultant, or any other person, to the proportionate extent that it arises out of or in connection with the professional negligent errors or omissions of the Consultant in the performance of this contract.
 - c.) If the Consultant should subcontract all or any portion of the work to be performed under this agreement, the Consultant shall require each Sub-Consultant to indemnify, hold harmless and defend the OSD, its officers, officials, employees and agents in accordance with the terms of the preceding paragraphs.
2. NON-DISCRIMINATION No discrimination shall be made in the employment of persons under this agreement because of the race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.
 3. CONFLICT OF INTEREST Before executing this agreement, the Consultant shall disclose to the OSD the identities of any board member, officer, or employee of the OSD, or relatives thereof, who the Consultant knows or should know will have any financial interest resulting from this agreement.
 4. LICENSE AND AUTHORITY: The Consultant will maintain all necessary licenses during the term of this agreement. If other than a natural person, Consultant is duly authorized to enter into this agreement by its governing or controlling body. Evidence or copies of all necessary licenses must accompany this agreement.
 5. EQUIPMENT AND FACILITIES OSD and The Consultant will agree on all necessary equipment and facilities to render services pursuant to this agreement.
 6. ASSIGNMENT Without the written consent of the OSD, this agreement is not assignable by the Consultant.
 7. NON-SOLICITATION OF EMPLOYEES: OSD agrees to not solicit for hire employees of Contractor for a period of not less than 1 (One) year following the last date of that employee's services to OSD. After completion of 12 full billable months, OSD may hire the said employee after paying a referral fee to contractor. This fee will be agreed between OSD and the contractor.
 8. SUCCESSORS AND ASSIGNS. This agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.

9. TIME. Time is the essence of this agreement.
10. GOVERNING LAW. The validity of this agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the state of California.
11. WITHHOLDING. The OSD shall not withhold or set aside any money on behalf of the Consultant for Federal Income Tax, State Income Tax, Social Security Tax, Unemployment Insurance, Disability Insurance, or any other federal or state fund whatsoever.
12. CHANGES OR ALTERATIONS. No changes, alterations, or variations of any kind to this agreement are authorized without the written consent of the OSD.
13. HEADINGS. All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the agreement.
14. TERMINATION. The OSD may terminate this agreement and be relieved of the payment of any consideration to the Consultant should the Consultant fail to perform under this agreement. Either party may also terminate this agreement upon 45 days written notice to other party with or without cause. In the event of elective termination (without cause), OSD agrees to pay Consultant for work completed to date of termination.
15. AMBIGUITY. The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.
16. COPYRIGHT. Any written or electronic media product produced as a result of this contract shall be a work for hire and shall be the property of the OSD.

E. VENDOR IS A CONSULTANT AND NOT AN EMPLOYEE

This agreement is not a contract of employment. At all times the Consultant shall be deemed to be an independent Consultant and is not authorized to bind the OSD to any contracts or other obligations, or to state or imply that he or she is an employee or authorized representative of the OSD, or to utilize the OSD's letterhead or logo without the prior consent of the OSD. Each of the following factors, in addition to other provisions of this Agreement, confirms the Consultant's status as an independent Consultant and not an employee. Except as otherwise set forth herein or agreed to by the parties in writing, the Consultant and OSD agree to comply with each of the following factors as is necessary to maintain independent Consultant status, each of which shall form a part of this Agreement:

INSTRUCTIONS	The OSD shall provide job specifications and instructions.
TRAINING	The OSD would provide training and meetings that the consultant needs to attend
RIGHT TO HIRE OTHERS	The consultant (mentioned below in Addendum - A) would not be allowed to hire others to do their work.
WORK ESSENTIAL TO WPS	The consultant's work is essential to OSD in relation to them providing all of the services provided in section
TIME TO PURSUE OTHER WORK	The Consultant may pursue other work during our agreement but not if it interferes with the hours and days worked at OSD or any other provisions listed in part A.


JOB LOCATION	OSD controls the job location.
BASIS OF PAYMENT	Payment shall be by the time expended.
WORK FOR MULTIPLE FIRMS	The Consultant may work for multiple firms simultaneously.
MATERIALS, TOOLS & EQUIPMENTS	All Materials, Tools and equipment for the job shall be provided by OSD.
SERVICES AVAILABLE TO PUBLIC	The Consultant's services are available to the general public.
RIGHT TO TERMINATE	The Consultant may not be terminated except as allowed for under the agreement.
PROGRESS REPORTS	The consultant would have to make progress reports for the students which are a monitoring issue of the goals and services for the student.

F. UNDERSTANDING AND ACCEPTANCE OF THE PARTIES: This Agreement constitutes the entire understanding of the parties. The Contract Initiator's and Consultant's signatures below signify both an understanding and acceptance of the contract provisions.

G. CONTRACT INITIATOR (OSD Representative)

CONSULTANT

Signature: *Lisa A. Franz*
Date Signed: 2-4-2021
Title: Director, Purchasing
Address: Oxnard School District
1051 South A Street, Oxnard, CA 93030
Phone / Fax: 805-385-1501
E-Mail Address: lfranz@oxnardsd.org

Signature: 
Date Signed: 2/15/2021
Title: MANAGER - SALES
Company Name & Address: 360 Degree Customer Inc
473 Sapena Ct, Ste # 7, Santa Clara, CA - 95054
Phone / Fax: Ph 408-234-8419, Fax 408-624-9355
E-Mail Address: leslie@360customer.com



RATE CARD

Speech Therapists	:	\$87 PER HOUR
Bilingual Speech Therapist	:	\$95 PER HOUR
Occupational Therapist	:	\$87 PER HOUR
Physical Therapist	:	\$87 PER HOUR
Psychologists	:	\$95 PER HOUR
SLPA	:	\$75 PER HOUR
School Nurses	:	\$85 PER HOUR
Special Educational Teachers	:	\$85 PER HOUR

360 Degree Customer Inc.

473 Sapena Ct. Suite #7, Santa Clara, CA 95054. Ph: 408-234-8419 Fax: 408-624-9355

Web site: www.360dtherapy.com

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: February 15, 2023

Agenda Section: Section C: Special Education Agreement

Ratification of Amendment #2 to Agreement #22-82 – Maxim Healthcare Staffing Services, Inc. (DeGenna/Jefferson)

At the Board Meeting of August 3, 2022, the Board of Trustees ratified Agreement #22-82 with Maxim Healthcare Staffing Services, Inc., in the amount of \$300,000.00, to provide supplemental staffing to the Oxnard School District on an “as needed” basis.

At the Board meeting of October 19, 2022, the Board of Trustees ratified Amendment #1, at no additional cost, to update the original rate sheet provided.

Amendment #2, in the amount of \$900,000.00, is needed to cover the allocation of additional staff based on unfilled direct hire positions, as well as a change in the rate sheet as it pertains to Speech Language Pathologist Assistant (SLPA), for a new agreement amount of \$1,200,000.00.

FISCAL IMPACT:

\$900,000.00 – Special Education Funds

RECOMMENDATION:

It is recommended by the Director, Special Education, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Amendment #2 to Agreement #22-82 with Maxim Healthcare Staffing Services, Inc.

ADDITIONAL MATERIALS:

Attached: [Amendment #2 \(2 Pages\)](#)

[Amendment #1 \(2 Pages\)](#)

[Agreement #22-82, Maxim Healthcare Staffing Services, Inc. \(18 Pages\)](#)

**Amendment #2 to Agreement #22-82 with
Maxim Healthcare Staffing Services, Inc.
February 15, 2023**

At the Board Meeting of August 3, 2022, the Board of Trustees ratified Agreement #22-82 with Maxim Healthcare Staffing Services, Inc., in the amount of \$300,000.00, to provide supplemental staffing to the Oxnard School District on an "as needed" basis.

At the Board meeting of October 19, 2022, the Board of Trustees ratified Amendment #1, at no additional cost, to update the original rate sheet provided.

Amendment #2, in the amount of \$900,000.00, is needed to cover the allocation of additional staff based on unfilled direct hire positions, as well as a change in the rate sheet as it pertains to Speech Language Pathologist Assistant (SLPA), for a new agreement amount of \$1,200,000.00.

MAXIM HEALTHCARE STAFFING SERVICES, INC.:

By: _____
Florence Ugokwe, Assistant Controller

Date: _____

OXNARD SCHOOL DISTRICT:

By: _____
Lisa A. Franz, Director, Purchasing

Date: _____

**ATTACHMENT “A”
CUSTOMER REQUESTED PERSONNEL AND RATES – 10/25/2022**

School Work Site. This “Attachment A” shall apply to the following School Work Site(s):

School Work Site Name	Address	School Work Site Contact
All Sites		

Base Rates. Base Rates for the following positions shall apply. Where Base Rate on “Attachment C” is differing, “Attachment C” shall control.

Positions	Rate (per hour)
BCBA	\$120-\$130
BCaBA	\$90
Behavior Tech	\$52
LVN	\$70
Para Educator/Instructional Aide	\$37
CNA	\$45
PT/OT	\$110-\$115
COTA	\$70
RN	\$85-\$105
School Psychologist	\$120-\$130
SLP	\$110-\$150
SLPA	\$90
Social Worker	\$100-\$115
SPED Teacher	\$80-\$90

Annual Rate Increase. Effective on the Agreement renewal date and every year thereafter, base rates for all modalities listed above will be increased by three percent (3%) of Base Rate(s).

Weekend. Weekend rates will apply to shifts beginning at 11:00 p.m. on Friday and will apply through shifts ending at 7:00 a.m. on Monday.

Orientation. Base Rate(s) will be billed for all time spent in required Customer orientation.

Overtime. Overtime Rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is a one and one-half times (1.5x) multiplier of the Base Rate for such hours, unless applicable state law requires a different multiplier.

Holidays. Holiday Rates will apply to shifts beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. The Holiday rate is a one and one-half times (1.5x) multiplier of the Base Rate for the following holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Changes. Pursuant to Section 3.1(c) of the Agreement, the Parties agree that Changes may be made to “Attachment A” by execution of subsequent “Attachment A” document(s).

**Amendment #1 to Agreement #22-82 with
Maxim Healthcare Staffing Services, Inc.
October 19, 2022**



At the Board Meeting of August 3, 2022, the Board of Trustees ratified Agreement #22-82 with Maxim Healthcare Staffing Services, Inc., in the amount of \$300,000.00, to provide supplemental staffing to the Oxnard School District on an "as needed" basis.

Amendment #1 is needed to update the original rate sheet provided at no additional cost.

MAXIM HEALTHCARE STAFFING SERVICES, INC.:

By: DocuSigned by:
Florence Ugokwe
242E424881E34A3... _____ Date: 26-Oct-22
Florence Ugokwe, Assistant Controller

OXNARD SCHOOL DISTRICT:

By: *Lisa A. Franz* _____ Date: 1-18-2023
Lisa A. Franz, Director, Purchasing

**ATTACHMENT “A”
CUSTOMER REQUESTED PERSONNEL AND RATES – 9/12/2022**

School Work Site. This “Attachment A” shall apply to the following School Work Site(s):

School Work Site Name	Address	School Work Site Contact
All Sites		

Base Rates. Base Rates for the following positions shall apply. Where Base Rate on “Attachment C” is differing, “Attachment C” shall control.

Positions	Rate (per hour)
BCBA	\$120-\$130
BCaBA	\$90
Behavior Tech	\$52
LVN	\$70
Para Educator/Instructional Aide	\$37
CNA	\$45
PT/OT	\$100-\$115
COTA	\$70
RN	\$85-\$105
School Psychologist	\$120-\$130
SLP	\$110-\$150
SLPA	\$70
Social Worker	\$100-\$115
SPED Teacher	\$80-\$90

Annual Rate Increase. Effective on the Agreement renewal date and every year thereafter, base rates for all modalities listed above will be increased by three percent (3%) of Base Rate(s).

Weekend. Weekend rates will apply to shifts beginning at 11:00 p.m. on Friday and will apply through shifts ending at 7:00 a.m. on Monday.

Orientation. Base Rate(s) will be billed for all time spent in required Customer orientation.

Overtime. Overtime Rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is a one and one-half times (1.5x) multiplier of the Base Rate for such hours, unless applicable state law requires a different multiplier.

Holidays. Holiday Rates will apply to shifts beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. The Holiday rate is a one and one-half times (1.5x) multiplier of the Base Rate for the following holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

Changes. Pursuant to Section 3.1(c) of the Agreement, the Parties agree that Changes may be made to “Attachment A” by execution of subsequent “Attachment A” document(s).

OSD AGREEMENT #22-82

EDUCATIONAL INSTITUTION STAFFING AGREEMENT

This EDUCATIONAL INSTITUTION Staffing Agreement (hereinafter "Agreement") is entered into this 1st day of July, 2022, by and between **Oxnard School District** located at 1051 South A Street, Oxnard, CA 93030, referred to in this Agreement as "EDUCATIONAL INSTITUTION," and **Maxim Healthcare Staffing Services, Inc.**, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 735 Tank Farm Road Ste 140 San Luis Obispo, CA 93401 referred to in this Agreement as "MAXIM."

RECITALS

WHEREAS, EDUCATIONAL INSTITUTION operates a School, as defined by State Law located in CA and wishes to engage MAXIM to provide personnel to supplement EDUCATIONAL INSTITUTION's staff.

WHEREAS, MAXIM operates a supplemental staffing agency that employs licensed clinical and other non-clinical healthcare personnel ("Personnel") to provide supplemental healthcare staffing services to EDUCATIONAL INSTITUTION.

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, and intending to be legally bound, EDUCATIONAL INSTITUTION and MAXIM hereby agree to the following terms and conditions.

ARTICLE 1. TERM OF AGREEMENT

Section 1.1 Term. This Agreement will be in effect from July 1st, 2022 to June 30th, 2023.

Section 1.2 Termination. Either Party may terminate this Agreement at any time, with or without cause, by providing at least ninety (90) days advance written notice of the termination date to the other Party. If termination cause is payment default, MAXIM may terminate this Agreement upon seven (7) days advance written notice of the termination date to EDUCATIONAL INSTITUTION. Such termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.

ARTICLE 2. RESPONSIBILITIES OF MAXIM

Section 2.1 Services.

A. **Supplemental Staffing Service(s).** MAXIM will, upon request by EDUCATIONAL INSTITUTION, provide one or more Personnel as specified in Attachment "A" for supplemental staffing services, subject to availability of qualified Personnel. Subject to the terms of Section 8.8 of this Agreement, to the extent that MAXIM is unable to provide the type of Personnel requested by EDUCATIONAL INSTITUTION, MAXIM will provide EDUCATIONAL INSTITUTION with a higher skilled Personnel. EDUCATIONAL INSTITUTION understands and agrees that MAXIM must, however, bill that higher skilled Personnel at that Personnel's fair market value rate.

B. **Distance Learning Service(s).** EDUCATIONAL INSTITUTION may request Personnel to provide services off-site, including, but not limited to remote services and/or in-home services at a student's location ("Distance Learning Service(s)") due to EDUCATIONAL INSTITUTION closings and/or delays.

- Section 2.2 Clinical Personnel Requirements.** MAXIM will supply EDUCATIONAL INSTITUTION with Clinical Personnel who meet the following criteria as articulated in Attachment "B" hereto.
- Section 2.3 Non-Clinical Personnel Requirements.** MAXIM will supply EDUCATIONAL INSTITUTION with Non-Clinical Personnel who meet the following criteria as indicated in "Attachment B" hereto.
- Section 2.4 Insurance.** MAXIM will maintain (at its sole expense), or require the Contractors it utilizes under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering the sole negligent acts or omissions which may give rise to liability for services provided under this Agreement. MAXIM will provide a certificate of insurance evidencing such coverage upon written request by EDUCATIONAL INSTITUTION.
- Section 2.5 Use of Contractors.** Personnel provided to EDUCATIONAL INSTITUTION are employees of MAXIM and are subject to MAXIM'S standard screening process, as well as additional qualifications as required in this Agreement. From time to time, MAXIM may utilize the services of Contractors for reasons including, but not limited to, EDUCATIONAL INSTITUTION (i) requests Clinical Personnel who are contracted with Maxim Physician Resources, LLC d/b/a Maxim Locum Tenens and Advanced Practitioners in accordance with Article 7 hereof; or (ii) makes a request resulting in an unexpected surge and need for Personnel and use of Contractors is necessary to meet the requirements under this Agreement. If MAXIM deems it necessary to obtain the services of a Contractor, MAXIM will ensure that any Contractor who is to provide Personnel to EDUCATIONAL INSTITUTION complies with all applicable terms of this Agreement. Any Clinical Personnel provided to EDUCATIONAL INSTITUTION by a Contractor will be subject to the Clinical Personnel Requirements set forth in Section 2.2 hereof.
- Section 2.6 Employment and Taxes.** MAXIM will follow its standard employment policies and procedures to verify that all Personnel meet applicable licensing requirements. MAXIM, or its Contractor if applicable, will maintain direct responsibility as employer for the payment of wages and other compensation, and for any applicable mandatory withholdings and contributions such as federal, state, and local income taxes, social security taxes, worker's compensation, and unemployment insurance. EDUCATIONAL INSTITUTION shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by MAXIM.

ARTICLE 3. RESPONSIBILITIES OF EDUCATIONAL INSTITUTION

- Section 3.1 Responsibility for Student Care.** EDUCATIONAL INSTITUTION retains full authority and responsibility for professional and medical management of care for each of its students, for developing and providing Individualized Healthcare Plans (IHPs) for its student(s) (IHPs shall include, but not be limited to: Equipment Plan, Emergency Plan, Transportation Plan, Medication Management, any applicable Documentation, and Privacy Issues and/or Concerns, (collectively "Protocol(s)"). EDUCATIONAL INSTITUTION's responsibilities include, but are not limited to Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with Free Appropriate Public Education (FAPE) guidelines, Occupational Safety and Health Administration (OSHA) requirements, and any other applicable federal or state law and guidelines; Protocol(s) instruction(s) provided to Personnel, additionally provided pursuant to Section 3.2; and compliance with Section 3.12, Section 3.13, and Section 8.2 including that those Sections shall comply with this Section's referenced laws.

Responsibility for Distance Learning Service(s). EDUCATIONAL INSTITUTION retains full authority and responsibility for directing the Distance Learning Service(s). Additionally, EDUCATIONAL INSTITUTION retains full authority, responsibility, and oversight over any applicable Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), Family Educational Rights and Privacy Act ("FERPA"), and any other applicable federal or state law and guidelines; Protocol(s) instruction(s) provided to Personnel, additionally provided pursuant to Orientation requirement(s); and compliance with Work Environment, Supplies, and Data Security requirement(s), including that those Sections shall comply with this Section's referenced laws. Additionally, EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any Protocol(s) provided to MAXIM and/or MAXIM Personnel, including whether or not Protocol(s) were followed by EDUCATIONAL INSTITUTION.

- Section 3.2 EDUCATIONAL INSTITUTION Policies and Procedures.** EDUCATIONAL INSTITUTION will promptly provide Personnel with an adequate and timely orientation to EDUCATIONAL INSTITUTION, including introduction to EDUCATIONAL INSTITUTION'S policies and procedures in effect while Personnel are on EDUCATIONAL INSTITUTION'S premises. EDUCATIONAL INSTITUTION shall review instructions regarding confidentiality (including student and EDUCATIONAL INSTITUTION employee), and orient Personnel to the specific Exposure Control Plan(s) and Emergency Action Plan(s) and/or Protocol(s) of the EDUCATIONAL INSTITUTION as it pertains to OSHA requirements, including with respect to bloodborne pathogens, other emergent matters, and any of the EDUCATIONAL INSTITUTION's specific policies and procedures provided to MAXIM for such and other purpose. Unless otherwise agreed to in writing, Personnel are directed to, and will abide by, EDUCATIONAL INSTITUTION'S policies and procedures, rules, guidelines, and protocol related to health and safety while on EDUCATIONAL INSTITUTION premises. EDUCATIONAL INSTITUTION agrees to document Personnel site specific training, which includes the date and type of training conducted. EDUCATIONAL INSTITUTION further agrees to promptly provide verification of site specific training upon MAXIM request.
- Section 3.3 Requests for Per Diem Personnel.** EDUCATIONAL INSTITUTION will use its best efforts to request Per Diem Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Per Diem Personnel. All information regarding reporting time and assignment will be provided by EDUCATIONAL INSTITUTION at the time of the initial call.
- Section 3.4 Per Diem Short-notice Requests.** MAXIM will bill EDUCATIONAL INSTITUTION for the entire shift if an order for Per Diem Personnel is made less than two (2) hour(s) prior to the start of the shift, as long as the Per Diem Personnel report for work within a reasonably prompt period of time under existing conditions after receiving notice of the assignment.
- Section 3.5 Per Diem Personnel Order Cancellation.** If EDUCATIONAL INSTITUTION changes or cancels an order for Per Diem Personnel less than two (2) hours prior to the start of a shift, MAXIM will bill EDUCATIONAL INSTITUTION for two (2) hours at the established fee for each scheduled Per Diem Personnel. MAXIM will be responsible for contacting Per Diem Personnel prior to reporting time.
- Section 3.6 Placement Fee.** For a period of twelve (12) months following the date on which any Personnel (i) interviewed with EDUCATIONAL INSTITUTION for purposes of EDUCATIONAL INSTITUTION determining whether to approve the Personnel to

work at EDUCATIONAL INSTITUTION under the terms of this Agreement, or (ii) last worked a shift at EDUCATIONAL INSTITUTION, EDUCATIONAL INSTITUTION agrees that it will take no steps to solicit, recruit, hire, or employ as its own employees, or as a contractor, those Personnel provided, or introduced, by MAXIM during the term of this Agreement. EDUCATIONAL INSTITUTION understands and agrees that MAXIM is not an employment agency and that Personnel are assigned to the EDUCATIONAL INSTITUTION to render temporary service(s) and are not assigned to become employed by the EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION further acknowledges and agrees that there is a substantial investment in business related costs incurred by MAXIM in recruiting, onboarding, training, and employing Personnel, which necessarily includes advertisement, recruitment, interviewing, evaluation, reference checks, credentialing, training, and supervising Personnel. In the event that EDUCATIONAL INSTITUTION, or any EDUCATIONAL INSTITUTION affiliate, subsidiary, department, or division, or any other agent of EDUCATIONAL INSTITUTION (such as a recruiter) solicits, hires, or employs any Personnel, EDUCATIONAL INSTITUTION will be in material breach of this Agreement. EDUCATIONAL INSTITUTION agrees to give MAXIM either (a) one hundred and eighty (180) days prior written notice of its intent to hire, or employ, continuing to staff Personnel through MAXIM for a minimum of thirty-six (36) hours per week through the one hundred and eighty (180) days notice period; OR (b) to pay MAXIM a placement fee equal to the greater of: five thousand dollars (\$5,000) or the sum of thirty percent (30%) of such Personnel's annualized salary (calculated as Weekday Hourly Bill Rate x 1,440 Hours x 30%).

In the event that EDUCATIONAL INSTITUTION hires or contracts with any Personnel in accordance with the requirements set forth above but does not notify MAXIM, the conversion fee that applies is no less than 150% of annualized starting salary.

- Section 3.7 Non-Performance.** If EDUCATIONAL INSTITUTION concludes, in its sole discretion, that any Personnel provided by MAXIM have engaged in misconduct, or have been negligent, EDUCATIONAL INSTITUTION may require the Personnel to leave the premises and will notify MAXIM immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION agrees to cooperate in good faith with MAXIM to provide written documentation, investigative material, surveillance video footage, or other similar evidence of the misconduct to assist MAXIM in determining what, if any, corrective action should be taken. EDUCATIONAL INSTITUTION'S obligation to compensate MAXIM for such Personnel's Services will be limited to the number of hours actually worked. MAXIM will not reassign the Personnel to EDUCATIONAL INSTITUTION without prior approval of the EDUCATIONAL INSTITUTION.
- Section 3.8 Right to Dismiss.** EDUCATIONAL INSTITUTION may request the dismissal of any Personnel for any reason. EDUCATIONAL INSTITUTION agrees to notify MAXIM of any such action immediately in writing, providing in reasonable detail the reason(s) for such dismissal. EDUCATIONAL INSTITUTION agrees to cooperate in good faith with MAXIM to provide additional information at the request of MAXIM to assist MAXIM in determining what, if any, corrective action may be necessary. EDUCATIONAL INSTITUTION shall be obligated to compensate MAXIM for all Personnel hours worked prior to dismissal.
- Section 3.9 Personnel Cancellation.** MAXIM may cancel the remaining term of a Personnel placement with written notification to EDUCATIONAL INSTITUTION. MAXIM will use commercially reasonable efforts to promptly provide a qualified replacement for such cancelled Personnel.
- Section 3.10 Insurance.** EDUCATIONAL INSTITUTION will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of

\$1,000,000 per occurrence and \$3,000,000 annual aggregate covering the acts or omissions of its employees, contractors and agents which may give rise to liability in connection with the Services under this Agreement. EDUCATIONAL INSTITUTION will give MAXIM prompt written notice of any material change in EDUCATIONAL INSTITUTION coverage. EDUCATIONAL INSTITUTION shall name MAXIM as an additional insured on its general liability policy.

Section 3.11 Incident Reporting and Cooperation. EDUCATIONAL INSTITUTION shall report to MAXIM in writing any incident known to involve any MAXIM Personnel (such as but not limited to, Personnel errors, unanticipated deaths or other unanticipated patient-related events or injuries known to be attributable to Personnel, and any safety hazards known to be related to the Services provided by Personnel). EDUCATIONAL INSTITUTION agrees to provide MAXIM documentation, investigative materials, and other related information, and otherwise cooperate with MAXIM to investigate the incident. Complaints and grievances regarding Personnel should be reported to MAXIM within forty-eight (48) hours. Indemnity to CLIENT in Section 8.3 shall not cover any claims or liabilities in which there is a failure to give the indemnifying party prompt notice of any incident within forty-eight (48) hours of its occurrence.

Section 3.12 Work Environment. EDUCATIONAL INSTITUTION will provide a clean and properly maintained workspace(s) for MAXIM to conduct the Service(s) that will enable MAXIM to safely provide Services to Student(s). EDUCATIONAL INSTITUTION will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow Personnel reasonable access to telephones for business use. MAXIM will not be responsible for the proper maintenance of any property supplied by EDUCATIONAL INSTITUTION.

Section 3.13 Supplies. EDUCATIONAL INSTITUTION will either (i) supply all necessary medical supplies to be used in administering and/or providing Services to Recipients, including, but not limited to gloves and other PPE, disinfecting wipes, and waste disposal container(s) with proper plastic lining(s) ("Supplies") to Personnel, or (ii) cost of Supplies will be billed as pass-through to EDUCATIONAL INSTITUTION either as line-item invoice item(s) or as built-in cost in rate(s). EDUCATIONAL INSTITUTION shall be responsible for disposing of all medical waste and biohazard produced by the Screening(s) and will comply with all applicable local, state, and federal rules, regulations and laws governing such disposal. EDUCATIONAL INSTITUTION agrees to defend, indemnify, and hold harmless MAXIM, and its directors, officers, shareholders, employees and agents, from and against any and all claims, actions, or liabilities which may be asserted against them arising from any failure to ensure proper disposal of medical waste or biohazard, or any and all claims, actions, or liabilities in connection with any Supplies provided, or the inability of either party to obtain Supplies due to supply shortages or for any reason, in connection with this Agreement. Additionally, Should adequate Supplies become unavailable, MAXIM will not be required to provide Services pursuant to this Agreement and shall have no liability whatsoever to EDUCATIONAL INSTITUTION or any third Party as a result of its failure or inability to do so.

ARTICLE 4. MUTUAL RESPONSIBILITIES

Section 4.1 Non-discrimination. Neither MAXIM nor EDUCATIONAL INSTITUTION will discriminate on the basis of race, color, religion, creed, national origin or ancestry, ethnicity, sex (including gender, pregnancy, sexual orientation, and gender identity), age, physical or mental disability, citizenship, past, current, or prospective service in the uniformed services, genetic information, or any other characteristic protected under applicable federal, state, or local law.

ARTICLE 5. COMPENSATION

Section 5.1 Invoicing. MAXIM will supply Personnel under this Agreement at the rates listed in the Attachment(s) to this Agreement. MAXIM will submit invoices to EDUCATIONAL INSTITUTION every week for Personnel provided to EDUCATIONAL INSTITUTION during the preceding week. Invoices shall be submitted to the following address:

**Oxnard School District
1051 South A Street
Oxnard, CA 93030
ATTN: Accounts Payable**

Section 5.2 Payment. All amounts due to MAXIM are due and payable within thirty (30) days from date of invoice. EDUCATIONAL INSTITUTION will send all payments to the address set forth on the invoice.

If any portion of an amount billed by MAXIM under this Agreement is subject to a good faith dispute between the Parties, EDUCATIONAL INSTITUTION shall give written notice to MAXIM of the amounts it disputes ("Disputed Amounts") upon the discovery of the billing dispute and include in such written notice the specific details and reasons for disputing each item. Written notice of a dispute must be provided within fourteen (14) days from date of invoice or the invoice amount is presumed to be valid. EDUCATIONAL INSTITUTION shall pay by the due date all undisputed amounts, including, in the event of a billing rate dispute, the amount of the Services at the lower billing rate. Billing disputes shall be subject to the terms of Section 7.16, Dispute Resolution.

Section 5.3 Late Payment. Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.

Section 5.4 Annual Rate Increases. EDUCATIONAL INSTITUTION agrees to and accepts annual rate increases at the percentage listed on Attachment "A" of this Agreement.

Section 5.5 EDUCATIONAL INSTITUTION Bankruptcy or Insolvency. EDUCATIONAL INSTITUTION agrees that in the event EDUCATIONAL INSTITUTION files bankruptcy, (i) to the extent MAXIM pays the salary and other direct labor costs of Personnel it provides to EDUCATIONAL INSTITUTION and such amounts incurred within one-hundred eighty (180) days prior to bankruptcy are not paid by EDUCATIONAL INSTITUTION to MAXIM prior to bankruptcy, and/or (ii) EDUCATIONAL INSTITUTION is the assignee of claims held by such Personnel against EDUCATIONAL INSTITUTION for such amounts incurred within one-hundred eighty (180) days prior to bankruptcy, then MAXIM has a claim against EDUCATIONAL INSTITUTION in bankruptcy for the amount of such salary and other direct labor costs, which is entitled to a priority under 11 U.S.C. §507(a)(4). All pre-bankruptcy conduct, including amounts due and actions related to payment that could be brought by EDUCATIONAL INSTITUTION are released.

In the event MAXIM in good faith becomes concerned about impending bankruptcy or other insolvency by EDUCATIONAL INSTITUTION, the Parties agree that MAXIM may request in writing from EDUCATIONAL INSTITUTION a prepayment deposit in the amount equal to the average of two weeks of Services, which deposit MAXIM may apply to outstanding invoices in the event that EDUCATIONAL INSTITUTION fails to timely pay such invoices. EDUCATIONAL INSTITUTION

agrees to provide the requested prepayment deposit within five (5) days. In the event that MAXIM applies the prepayment deposit in accordance with this Section at such time that concern about EDUCATIONAL INSTITUTION's impending insolvency remains, EDUCATIONAL INSTITUTION agrees to replenish the prepayment deposit within five (5) days of receipt of written notice of its application.

Section 5.6 Maxim Timeclock. The Parties acknowledge and agree that notwithstanding any EDUCATIONAL INSTITUTION manuals, instructions, or other EDUCATIONAL INSTITUTION policies notwithstanding, MAXIM reserves the right to utilize Maxim Timeclock, a proprietary web-based timekeeping system, for the provision of Services and is not required and/or mandated to use paper-based timekeeping records, unless otherwise required by applicable law. Personnel will submit hours worked to EDUCATIONAL INSTITUTION via Maxim Timeclock. EDUCATIONAL INSTITUTION will be notified via electronic mail regarding the hours submitted and agrees to review and approve the submitted hours on a weekly basis, each Monday by noon local time. EDUCATIONAL INSTITUTION approved hours will be utilized for the weekly payroll and billing. Any non-approved hours will be discussed between EDUCATIONAL INSTITUTION and MAXIM; notwithstanding this, EDUCATIONAL INSTITUTION and MAXIM agree to cooperate in good faith to ensure that all Personnel time is properly captured to ensure compliance with applicable local, state, and federal wage and hour laws.

ARTICLE 6. ASSIGNMENT SERVICES

Section 6.1 Assignment Services. As part of the Services outlined herein, MAXIM provides Assignment Services and agrees to assign Travel Assignment Personnel and/or Local Assignment Personnel to work such specified assignments as agreed to by the Parties. To the extent Assignment Personnel are assigned, the terms of this Article shall apply as indicated.

Section 6.2 Interviews. MAXIM will provide EDUCATIONAL INSTITUTION with names of Assignment Personnel interested in providing Travel Assignment Services or Local Assignment Services, as applicable, and will provide all pertinent information requested by EDUCATIONAL INSTITUTION for an interview. EDUCATIONAL INSTITUTION reserves the right to conduct a telephone interview with any Assignment Personnel prior to accepting such Assignment Personnel to provide Assignment Services. If EDUCATIONAL INSTITUTION requests a face-to-face interview for Travel Assignment Personnel, MAXIM will bill EDUCATIONAL INSTITUTION for cost of travel, lodging, and reasonable per diem expenses. EDUCATIONAL INSTITUTION has the opportunity to interview all interested Assignment Personnel recruited by MAXIM, before said Assignment Personnel provide Assignment Services. Therefore, MAXIM will not have any liability to EDUCATIONAL INSTITUTION if said Assignment Personnel fails to meet EDUCATIONAL INSTITUTION'S requirements, without limitation. Additionally, EDUCATIONAL INSTITUTION will not be relieved of paying MAXIM the established fees set forth in this Agreement for said Assignment Personnel.

Section 6.3 Travel Coordination. MAXIM shall be solely responsible for coordinating Travel Assignment Personnel's travel assignments to EDUCATIONAL INSTITUTION including housing, payroll and related functions.

Section 6.4 Assignment Cancellation. MAXIM may cancel the remaining term of an Assignment Personnel with written notification to EDUCATIONAL INSTITUTION. MAXIM will use its best efforts to provide a qualified replacement for such cancelled Assignment Personnel within fourteen (14) days from the date of notification.

- Section 6.5 Assignment Continuation.** EDUCATIONAL INSTITUTION agrees that all Assignment Personnel introduced by MAXIM and/or accepted for assignment by EDUCATIONAL INSTITUTION, will continue to work future EDUCATIONAL INSTITUTION assignments solely as employees of MAXIM, or if applicable, Contractor, during the term of this Agreement.
- Section 6.6 Assignment Cancellation for Convenience.** EDUCATIONAL INSTITUTION agrees to utilize Assignment Personnel for the specified period of time outlined in the Assignment Confirmation. Should EDUCATIONAL INSTITUTION staffing needs change and EDUCATIONAL INSTITUTION wishes to cancel Assignment Personnel already being utilized on contract, EDUCATIONAL INSTITUTION must give MAXIM fourteen (14) days' notice before cancellation date. If EDUCATIONAL INSTITUTION does not provide required notice, EDUCATIONAL INSTITUTION will be required to pay MAXIM a fee equal to: the sum of seventy-two (72) hours of such Assignment Personnel's rate subtracted by any hours worked by Assignment Personnel after notice is given (calculated as Assignment Bill Rate x 72 Hours - Hours Worked after cancelation notice). MAXIM will make reasonable effort to place Assignment Personnel in other facilities in the area
- Section 6.7 Incorporation of Assignment Confirmations.** EDUCATIONAL INSTITUTION agrees that any Assignment Confirmation(s) and/or Attachment(s) attached hereto are incorporated herein by reference and form a part of this Agreement. If there is any conflict between this Agreement and any Assignment Confirmation(s) and/or Attachment(s), the terms of the Assignment Confirmation(s) and/or Attachment(s) will govern.

ARTICLE 7. LOCUM TENENS COVERAGE

- Section 7.1** Should EDUCATIONAL INSTITUTION request Locum Tenens coverage from MAXIM, the Parties shall enter into a separate Service Agreement for Locum Tenens Coverage in the form of Attachment [____]. The terms set forth in Attachment [____] will govern the provided coverage and are incorporated herein by this reference.

ARTICLE 8. GENERAL TERMS

- Section 8.1 Independent Legal Entities.** MAXIM and EDUCATIONAL INSTITUTION are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither MAXIM nor EDUCATIONAL INSTITUTION nor any of their respective agents or employees shall control or have any right to control the activities of the other Party in carrying out the terms of this Agreement.
- Section 8.2 Assignment of Agreement.** Neither Party may assign this Agreement without the prior written consent of the other Party, and such consent will not be unreasonably withheld. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a Party; provided however, the assigning Party will provide notice of such transaction to the other Party and remain fully responsible for compliance with all of the terms of this Agreement.
- Section 8.3 Indemnification.** MAXIM agrees to indemnify and hold harmless CLIENT, and its directors, officers, and agents from and against any and all claims, actions, or liabilities which may be asserted against them by third parties in connection with the sole negligent performance of MAXIM, its directors, officers, employees or agents under this Agreement only. MAXIM will not indemnify EDUCATIONAL

INSTITUTION for any action or inaction or liabilities asserted against them for the negligent performance of MAXIM, its directors, officers, employees or agents that are acting under the control, direction or authority of the EDUCATIONAL INSTITUTION.

In addition to the indemnities set forth in Attachment "B" incorporated herein, if applicable, EDUCATIONAL INSTITUTION shall indemnify and hold harmless MAXIM, its employees, agents and subcontractors ("MAXIM Indemnitees") for negligent acts, errors, or omissions of EDUCATIONAL INSTITUTION or its employees, agents, and/or subcontractors, and to the extent that passive and/or vicarious liability for such negligent acts, errors or omissions is imposed upon the MAXIM Indemnitees in a claim or suit.

Section 8.4 Attorneys' Fees. In the event either Party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such Party for services provided, the prevailing Party shall be entitled to receive from the other Party, in addition to all other sums due, reasonable attorney's fees, court costs and expenses, if any, incurred enforcing its rights and/or collecting its monies, including any fees and costs incurred on an appeal.

Section 8.5 Notices. Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either Party may change the address to which notices are sent by sending written notice of such change of address to the other Party.

Oxnard School District
1051 South A Street
Oxnard, CA 93030
ATTN: **Danielle Jefferson**

Maxim Healthcare Staffing Services, Inc.
7227 Lee DeForest Drive
Columbia, MD 21046
ATTN: Contracts Department

COPY TO:

Maxim Healthcare Staffing Services, Inc.
735 Tank Farm Road Ste 140
San Luis Obispo, CA 93401
ATTN: **Mark Wrightson**

Section 8.6 Headings. The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.

Section 8.7 Entire Contract; Counterparts. This Agreement constitutes the entire contract between EDUCATIONAL INSTITUTION and MAXIM regarding the Services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both Parties except as provided in Section 8.9.

Section 8.8 Availability of Personnel. The Parties agree that MAXIM'S duty to supply Personnel on request of EDUCATIONAL INSTITUTION is subject to the availability of qualified Personnel. The failure of MAXIM to provide Personnel or the failure of EDUCATIONAL INSTITUTION to request Personnel shall result in no penalty to

EDUCATIONAL INSTITUTION or any party claiming by or through it and shall not constitute a breach of this Agreement. In instances where MAXIM is providing individual care for a student(s), MAXIM will make commercially reasonable efforts to ensure that student(s) care remain consistent.

- Section 8.9 Compliance with Laws.** MAXIM agrees that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state or local laws and regulations or applicable accrediting body standards are modified, MAXIM reserves the right to notify EDUCATIONAL INSTITUTION in writing of any modifications to the Agreement in order to remain in compliance with such law, rule or regulation.
- Section 8.10 Conflict of Interest.** By entering into this Agreement, the Parties agree that all conflicts of interest shall be disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when a EDUCATIONAL INSTITUTION employee or Personnel has professional or personal interests that compete with his/her services to or on behalf of MAXIM or EDUCATIONAL INSTITUTION, or the best interests of patients. Such competing interests may make it difficult for the EDUCATIONAL INSTITUTION employee or Personnel to fulfill his or her duties impartially.
- Section 8.11 Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
- Section 8.12 Governing Law, Jurisdiction.** This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.
- Section 8.13 Limitation on Liability.** Neither MAXIM nor EDUCATIONAL INSTITUTION will be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the other Party may incur or experience in connection with this Agreement or the Services provided, however caused, even if such Party has been advised of the possibility of such damages. In addition, MAXIM will not be responsible for special, indirect, incidental, consequential, or other similar damages, including but not limited to lost profits, that the EDUCATIONAL INSTITUTION may incur or experience in connection with any waivers or elections to proceed under Attachment "B." MAXIM's indemnity obligations under Section 8.3. are limited to any jurisdiction specific cap for medical malpractice claims or liabilities.
- Section 8.14 Amendments.** All terms of a later signed EDUCATIONAL INSTITUTION Staffing Agreement will supersede a prior signed EDUCATIONAL INSTITUTION Staffing Agreement.
- Section 8.15 Dispute Resolution.** Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party's representative in the negotiation. The other Party shall have ten (10) business days to designate its own representative in the negotiation. The Parties' representatives shall meet at least once within forty-five (45) days after the

date of the initiating Party's written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties' representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

If the Parties have been unable to resolve the dispute within forty-five (45) days of the date of the initiating Party's written notice, either Party may pursue any remedies available to it under this Agreement, at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before a court of competent jurisdiction.

ARTICLE 9. CONFIDENTIALITY OF PROTECTED HEALTH INFORMATION

Section 9.1 Confidentiality.

- A. **MAXIM/EDUCATIONAL INSTITUTION Information.** The Parties recognize and acknowledge that, by virtue of entering into this Agreement and providing Services hereunder, the Parties will have access to certain information of the other Party that is confidential and constitutes valuable, special, and unique property of the Party. Each of the Parties agrees that neither it nor its staff shall, at any time either during or subsequent to the term of this Agreement, disclose to others, use, copy, or permit to be copied, except pursuant to its duties for or on behalf of the other Party, any secret, confidential information of the Party, including, without limitation, information with respect to the Party's students, costs, prices, and treatment methods at any time used, developed or made by the Party during the term of this Agreement and that is not available to the public, without the other Party's prior written consent.

Notwithstanding any other provision of this Agreement, EDUCATIONAL INSTITUTION will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that is made: (A) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (B) solely for the purpose of reporting or investigating a suspected violation of law; or is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding. If EDUCATIONAL INSTITUTION files a lawsuit for retaliation by MAXIM for reporting a suspected violation of law, FACILITY may disclose MAXIM's trade secrets to EDUCATIONAL INSTITUTION'S attorney and use the trade secret information in the court proceeding if EDUCATIONAL INSTITUTION files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order.

- B. **Disclosure of MAXIM/EDUCATIONAL INSTITUTION Partnership.** From time to time, MAXIM lists or mentions its customers in its marketing, communication, and business initiatives barring any restrictions and obligations as set forth in 9.1(C) and/or 9.2 of this Agreement. EDUCATIONAL INSTITUTION agrees that MAXIM may disclose the partnership between MAXIM and EDUCATIONAL INSTITUTION, and use EDUCATIONAL INSTITUTION's name for such marketing, communication, and business purposes and initiatives. The Parties will make all commercially reasonable efforts to facilitate and coordinate press announcements, press releases, and other joint-marketing efforts related to this Agreement and the MAXIM/EDUCATIONAL INSTITUTION partnership. If either Party reasonably objects to use or disclosure of said partnership in such initiative(s), the other Party may ask the Party that developed the marketing or promotional content to edit or adjust such materials, and such Party will not unreasonably disagree.
- C. **Student Information:** In the event that Maxim receives student information, including student financial or medical information, Maxim shall not disclose any individual student records, including student financial or medical information to any third-party, except where permitted or required by law or where such disclosure is

expressly approved by EDUCATIONAL INSTITUTION, MAXIM, and student in writing. Further, each Party and its employees shall comply with the other Party's rules, regulations and policies regarding the confidentiality of such information as well as all federal and state laws and regulations including, without limitation, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Family Educational Rights and Privacy Act ("FERPA"), and the Health Information Technology for Economic and Clinical Health Act ("HITECH"). In accordance with FERPA, Maxim may maintain and use Student Education Records to perform the Services under this Agreement and may disclose de-identified data to third parties in performance of services under this Agreement. If MAXIM is provided access to students' educational records, MAXIM shall limit its personnel's access to the records to those persons for whom access is essential to the performance of the Services under this Agreement. MAXIM shall, at all times and in all respects, comply with the terms of the Family Educational Rights and Privacy Act of 1974, as amended. Maxim reserves the right to retain any Student Education Records for the length of time necessary to meet Maxim's contractual and legal commitments.

- D. The obligations set forth in this Section shall survive the termination of this Agreement.

Section 9.2 HIPAA/FERPA/HITECH Obligations. Each Party and its respective staff shall comply with all federal and state laws and regulations, and all rules, regulations, and policies of the other Party, regarding the confidentiality of student information, to include, without limitation, HIPAA, FERPA, and HITECH. In addition, if necessary, the Parties agree to resist any effort to obtain access to such records or information in judicial proceedings, except such access as is expressly permitted by federal/state regulations. EDUCATIONAL INSTITUTION and MAXIM agree to promptly inform the other Party to the extent such records are requested by an agency or in a judicial proceeding so the Party can determine whether to object or otherwise seek a protective order over the requested records or information.

To the extent that EDUCATIONAL INSTITUTION may be a "Covered Entity" as defined by HIPAA, and would therefore be subject to applicable requirements, including, but not limited to, requirements to enter into certain contracts with their "business associates," by HIPAA, the Parties acknowledge that a business associate agreement is not needed due to the nature of services provided by MAXIM. Specifically, the Parties acknowledge that under HIPAA, Personnel provided hereunder are considered part of EDUCATIONAL INSTITUTION's workforce and to that end, all Protected Health Information ("PHI") and/or any student education records are created, viewed, used, maintained, and otherwise stored and safeguarded in EDUCATIONAL INSTITUTION's work environment. The Parties further acknowledge that PHI is not exchanged between the Parties in order for MAXIM to provide Personnel as part of EDUCATIONAL INSTITUTION's temporary workforce.

Data Security. EDUCATIONAL INSTITUTION will be responsible for establishing and overseeing all information and/or data security measures, which may be needed to maintain and protect the security of all computer systems, networks, files, data, and software related to the services under this Addendum and Agreement. EDUCATIONAL INSTITUTION will be responsible for providing all education and training to Personnel as it relates to EDUCATIONAL INSTITUTION's privacy and security processes, including, without limitation the EDUCATIONAL INSTITUTION's process and expectations for collecting, storing, securing, and transferring data collected under this Addendum and Agreement. EDUCATIONAL INSTITUTION acknowledges and understands that no PII or PHI will be relayed, transmitted, or otherwise provided to or stored by Personnel and that in terms of Personnel placed in EDUCATIONAL INSTITUTION's physical or

technical environment as a result of this Addendum and Agreement for remote services, any Personally identifiable information ("PII") or Protected Health Information ("PHI") viewed, created, accessed, and/or stored by Personnel would be done solely in the EDUCATIONAL INSTITUTION's technical environment. Additionally, EDUCATIONAL INSTITUTION agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any data security or lack of data security while Personnel is providing remote service(s).

Notwithstanding the foregoing, MAXIM and all Personnel provided to EDUCATIONAL INSTITUTION hereunder shall comply with confidentiality, medical records and/or other applicable laws and regulations with regard to any and all information directly or indirectly accessed or used by MAXIM and the Personnel, including without limitation HIPAA, FERPA, and HITECH.

ARTICLE 10. MAXVIEW

Section 10.1 Definitions.

(a) **"Job Posting"** means an electronic requisition entered into MaxView that sets forth a position for which EDUCATIONAL INSTITUTION desires Personnel to perform Services.

(b) **"MaxView"** means an internet-based application software program provided by the System Administrator and utilized by MAXIM in conjunction with providing Personnel to work in various areas of EDUCATIONAL INSTITUTION under the EDUCATIONAL INSTITUTION Contract.

(c) **"System Administrator"** means the provider of MaxView in connection with the provision by MAXIM of Personnel to work in various areas of under the EDUCATIONAL INSTITUTION Contract.

(d) **"Timecard Application"** means a function in MaxView whereby Personnel are able to enter the hours worked while providing Services and EDUCATIONAL INSTITUTION managers or dually authorized personnel are able to review the submitted hours for approval.

(e) **"Terms & Conditions"** means terms & conditions for use of MaxView/MAXIM proprietary systems, which will govern use of Maxim's systems, databases, and platforms which defines and establishes the rules of use. Maxim reserves the right to modify said terms and & conditions, without notice to EDUCATIONAL INSTITUTION. Said terms & conditions are incorporated by and thru this agreement, and are located at the following address: [WEBSITE]. EDUCATIONAL INSTITUTION will not permit use of MaxView or MaxView Services in any manner by a third party; send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, or agents; interfere with or disrupt the integrity or performance of MaxView or data contained therein; attempt to gain unauthorized access to MaxView or its related systems or networks; or provide or disclose to, or permit use of MaxView other than authorized users.

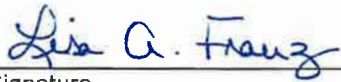
Section 10.2 Contract Service Acquisition Web Application. Unless otherwise specified by MAXIM, Job Postings for available Personnel positions will be posted by EDUCATIONAL INSTITUTION. EDUCATIONAL INSTITUTION will be granted access to MaxView for the purpose of reviewing and modifying the quantity of open Job Postings available with EDUCATIONAL INSTITUTION, and entering information regarding Personnel on assignment with EDUCATIONAL

INSTITUTION. MAXIM is granting EDUCATIONAL INSTITUTION a non-exclusive, non-transferable right to access and use MaxView and receive the Services in accordance with the Agreement solely for EDUCATIONAL INSTITUTION's internal business and staffing purposes.

- Section 10.3 Proposed Candidates.** MAXIM shall provide the following information with respect to each candidate it enters into MaxView or otherwise provides to EDUCATIONAL INSTITUTION under this Agreement: (i) name; (ii) resume and job qualifications; (iii) proposed billing rate; and (iv) such other information as may be required in the Job Posting for such assignment. The billing rate shall not exceed the maximum billing rate specified in the Job Posting or MaxView for the applicable assignment category. EDUCATIONAL INSTITUTION will notify MAXIM through MaxView, if MAXIM's candidate has been preliminarily selected to fill an available Job Posting. Upon receipt of such notice, Personnel shall undertake the pre-assignment steps set forth in Maxim's policies and procedures, and this Agreement to satisfy the EDUCATIONAL INSTITUTION's requirements and any additional standards set forth in the Job Posting. Prior to the start of any assignment, Maxim will confirm through Maxview that these pre-assignment steps have been successfully completed.
- Section 10.4 Job Posting Cancellation.** At EDUCATIONAL INSTITUTION's request, MAXIM will cancel, without charge, any Job Posting for Services at any time prior to commencement of the Services by the Personnel.
- Section 10.5 Assignment Cancellation.** EDUCATIONAL INSTITUTION may end an assignment at any time by giving notice to MAXIM in MaxView, and MAXIM will give Personnel the applicable advance notice of the end of an assignment as given to MAXIM by EDUCATIONAL INSTITUTION. In any instance of an assignment cancellation, EDUCATIONAL INSTITUTION's obligation shall be to forward Maxim payments for the Services rendered by such Personnel pursuant to this Agreement prior to discontinuation of the Assignment. Such payment shall be made in accordance with Article 5 of this Agreement.
- Section 10.6 Removal of Personnel.** EDUCATIONAL INSTITUTION acknowledges and agrees that the Personnel shall be subject to the continuing approval of EDUCATIONAL INSTITUTION. If at any time EDUCATIONAL INSTITUTION, in its reasonable judgment, determines that Personnel is inadequate, unsatisfactory or has failed to comply with EDUCATIONAL INSTITUTION or MAXIM rules, regulations, or policies, EDUCATIONAL INSTITUTION shall so advise MAXIM immediately.
- Section 10.7 Bill Rates; Expenses.** Hourly rates, premium rate multipliers, shift premiums, travel and per diem reimbursement, expense reimbursement and the terms and conditions applicable thereto will be set forth in MaxView.
- Section 10.8 Use of Contractors in MaxView.** From time to time, MAXIM may utilize the services of Contractors to meet the requirements under this Agreement. If MAXIM deems it necessary to obtain the services of a Contractor, MAXIM will ensure that any Contractor who is to provide Personnel to EDUCATIONAL INSTITUTION complies with all applicable terms of this Agreement including, but not limited to Section 2.5.
- Section 10.9 Disclaimer of MaxView.** MaxView is provided to EDUCATIONAL INSTITUTION free of charge and is provided on an "as is" basis and with all faults and defects without warranties of any kind, either express or implied. To the extent permitted by law, MAXIM disclaims all other warranties, express or implied, including, without limitation, duties, conditions, and representations that are not expressly set forth in this Agreement or the terms & conditions as described in Section 10.1.(e) of this Agreement, with respect to MaxView, or any use thereof.

EDUCATIONAL INSTITUTION and MAXIM have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the date set forth above.

OXNARD SCHOOL DISTRICT:



Signature

Lisa A. Franz, Director, Purchasing

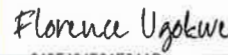
Printed Name & Title

8-10-2022

Date

MAXIM HEALTHCARE STAFFING SERVICES,
INC.:

DocuSigned by:



Signature

Florence Ugokwe

Printed Name & Title

09-Sep-22

Date

ATTACHMENT A
Oxnard School District **STAFFING RATES**

Annual Rate Increase. An annual rate increase of N/A% will be added to each services type listed above every year on N/A.

Orientation. Rates listed above will be charged for all time spent in required EDUCATIONAL INSTITUTION orientation.

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours, unless applicable state law requires a different rate.


Rates. Charges will be based on the following hourly rate schedule effective 7/1/2022:

Service	Rate (per hour)
BCBA	\$120-\$130
BCaBA	\$90
Behavior Tech	\$52
LVN	\$70
Para Educator/Instructional Aide	\$37
CNA	\$45
PT/OT	\$100-\$115
COTA	\$70
RN	\$85-\$105
School Psychologist	\$120-\$130
SLP	\$110-\$120
SLPA	\$70
Social Worker	\$100-\$115
SPED Teacher	\$80-\$90

MAXIM follows applicable local, state, and federal law. To the extent any of the provisions herein conflict with applicable law of where services are performed, MAXIM will follow the applicable local, state, and federal law.

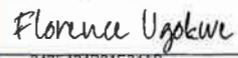
OXNARD SCHOOL DISTRICT:

MAXIM HEALTHCARE STAFFING SERVICES, INC.:



 Signature
Lisa A. Franz, Director, Purchasing
 Printed Name & Title
 8-10-2022

 Date

DocuSigned by:


 Signature
 242E424B81E34AB
 Florence Ugokwe
 Printed Name & Title
 09-Sep-22

 Date

Attachment "B"
PRE-ASSIGNMENT SCREENING

- i. **Clinical Personnel Requirements.** Unless the EDUCATIONAL INSTITUTION requests in writing that the provisions of Section III hereof apply, MAXIM will supply EDUCATIONAL INSTITUTION with Clinical Personnel who meet the following criteria and will provide evidence of the following to EDUCATIONAL INSTITUTION upon written request:
 - a. Proper work authorization documentation
 - b. Possess current state professional licensure, certification, and/or licensure
 - c. Possess CPR certification as applicable
 - d. Completed health screening requirements as applicable
 - e. Tuberculosis screening
 - f. Possess relevant professional and specialty experience and verify employment history
 - g. Possess current skills competency to include written exam and self-skills assessment
 - h. MAXIM standard OSHA and HIPAA training
 - i. Office of the Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE)

- j. General Services Administration's (GSA) Excluded Parties List System (EPLS)
- k. National Sex Offender Public Website (NSOPW)
- l. State Specific Exclusion, as applicable
- m. Criminal background report
- n. Abuse and Neglect registry or similar databases as required
- o. Drug screenings if requested in writing by EDUCATIONAL INSTITUTION

II. **Non-Clinical Personnel Requirements.** Unless the EDUCATIONAL INSTITUTION requests in writing that Section III hereof apply, MAXIM will supply EDUCATIONAL INSTITUTION with Non-Clinical Personnel who meet the following criteria and will provide evidence of the following to EDUCATIONAL INSTITUTION upon written request:

- a. Proper work authorization documentation
- b. Tuberculosis screening as required
- c. Office of the Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE)
- d. General Services Administration's (GSA) Excluded Parties List System (EPLS)
- e. National Sex Offender Public Website (NSOPW)
- f. State Specific Exclusion, as applicable
- g. Criminal background report
- h. Abuse and Neglect registry or similar databases as required
- i. Drug screenings if requested in writing by EDUCATIONAL INSTITUTION

III. **EDUCATIONAL INSTITUTION Criminal Background Report.** In the event that EDUCATIONAL INSTITUTION requires its own criminal background screening for MAXIM Personnel, EDUCATIONAL INSTITUTION shall provide MAXIM with a copy of the results and/or report, or the "Clear" or "Not Clear" status. EDUCATIONAL INSTITUTION agrees that Personnel may begin assignment following completion of a successful EDUCATIONAL INSTITUTION background screening.

OXNARD SCHOOL DISTRICT:

Lisa A. Franz
Signature

Lisa A. Franz, Director, Purchasing
Printed Name & Title

8-10-2022
Date

MAXIM HEALTHCARE STAFFING SERVICES, INC.:

Florence Ugokwe
Signature

Florence Ugokwe
Printed Name & Title

09-Sep-22
Date

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: February 15, 2023

Agenda Section: Section C: Enrichment Agreement

Ratification of Agreement #22-204 – Challenge Day (DeGenna/Halko)

Challenge Day will provide full day boot camps for 7th & 8th grade students at Soria School on February 23-24, 2023. The program teaches conflict resolution, relationship building, and social emotional intelligence.

FISCAL IMPACT:

Not to exceed \$7,800.00 – Supplemental Concentration

RECOMMENDATION:

It is the recommendation of the Principal, Soria School, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-204 with Challenge Day.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-204, Challenge Day \(9 Pages\)](#)

[Certificate of Insurance \(1 Page\)](#)

[Invoice #16197 \(1 Page\)](#)

OSD AGREEMENT #22-204

AGREEMENT for Challenge Day Program

THIS AGREEMENT is effective 2/15/2023 by and between **Juan Lagunas Soria** (the "Client") and **CHALLENGE DAY** (the "Vendor"), a California 501(c)3 nonprofit corporation located at 2063 Main Street #437, Oakley, CA 94561. For the purposes of this agreement Client shall mean all employees of Client, and Vendor shall mean all employees and subcontractors of Vendor.

Witnessed, that the Client and the Vendor for the consideration hereinafter named agree as follows:

Article 1: Statement of Services

- A. Commencing on 2/23/2023 Vendor shall supply services, people and materials for the following:
See Attached List of Days, Addendum A
- B. This agreement applies to all services performed by Vendor or on behalf of Vendor under this agreement, whether performed in anticipation of or following the execution of this agreement.

Article 2: Compensation for Services

As full compensation for direct and indirect labor costs, overhead and profits, the Vendor shall be paid at the following rates for delivering the program, services and material ("Services") as contemplated by this agreement. Such rates shall only cover services that are performed by bona fide employees of the Vendor, or its subcontractors unless otherwise approved by Client's Representative.

- A. Rates for Services will be as follows:

Client to Pay **\$7800** not including reimbursable expenses (outlined below) which will be invoiced separately.

See attached Invoice #16197 for details.

CHALLENGE DAY: A minimum of forty (40) and maximum of one hundred (100) student participants per day. Any breach of contract pertaining to student numbers will result in an additional charge. Client will be billed an additional sum of \$300 when there are more than 100 but less than 120 participating students. Students participants must be recruited from the contracted school (Client) only. Vendor reserves the right to cancel Program(s) without prior notice, according to terms of Cancellation and Termination article, if there are less or more than the agreed upon student participants.

- B. Expenses: Client will pay in advance (or reimburse Vendor) for necessary, reasonable and documented travel expenses actually incurred as follows:
- 1) Air Transportation: Round trip coach airfare for two Challenge Day Leaders to and from Client's nearest airport.
 - i. Reservations and ticketing to be arranged by Vendor.
 - ii. Plus equipment transportation fee (weight fees charged by airlines).
 - iii. Plus shuttle and/or parking fees incurred by Vendor (\$35 per leader, per day).
 - iv. Vendor will attempt to minimize costs to Client, while also minimizing inconvenience to Leaders.
 - v. Program Leaders will arrive the evening before the first scheduled program day and leave the evening of or morning immediately following the last program day in a given week. Leaders will not normally stay over weekends.
 - 2) Ground Transportation: Ground transportation from airport to hotel and from hotel to client's site.
 - i. Transportation to be arranged by Vendor.
 - 3) Lodging: Standard hotel accommodations for two Challenge Day Leaders (Holiday Inn or equivalent). Vendor will arrange for lodging unless other terms are previously negotiated with Client. If Client is to arrange accommodations, hotel information and confirmation numbers are to be provided four (4) weeks prior to Challenge Day event. In the event the leaders must travel the morning following the last program day Vendor will arrange for lodging.

- i. One room per leader.
- ii. When feasible, Client to pay for lodging directly.
- iii. Both Leaders must stay at same hotel.

Article 3: Limit of Expenditure

The maximum expenditure authorized hereunder for any service, **Excluding** reimbursable expenses as indicated shall be **\$7800**.

Article 4: Invoicing & Payment

Below please find your payment schedule. Adhering to this payment schedule will confirm your requested Challenge Day (s).

- A. Client's requested days will not be confirmed until the 1st installment payment and an authorized Purchase Order for the full invoice amount has been received and credited to your school or organization's account by our administrative offices. All installments are welcomed as early as contracts are completed.
- B. If client's scheduled days are cancelled due to non-payment, client will be required to resubmit their request to host a future Challenge Day. Rescheduling days due to cancellation does not in any way guarantee the cancelled client precedence over other clients waiting for existing or future booking opportunities.
- C. Booking requests made within 90 days of the event date will be confirmed only if scheduling permits and if the contract is accompanied by no less than the 1st installment (and an approved Purchase Order for full invoice amount made payable no later than 30 days after the event.) Payment, Purchase Order and Contract are expected within 5 business days when booking within the 90 day period.
- D. Accounts that have not paid within 30 days of the program date and that have not submitted and received approval for a payment plan are subject to a .05% monthly finance charge. (6% annual finance charge).

Your requested program date is 2/23/2023.

Balance for program(s): **\$7800**

Schedule of Installments

Installment	Payment Due Date	Payment Amount	Balance Remaining
1st installment	12/25/2022	\$	\$7800
2nd installment	1/24/2023	\$	\$7800

To expedite clarity on any questions, concerns, or issues that may arise regarding payments; please list the information requested below for any/all parties that may be involved in the payment process.

Department

Name

Title

Phone/Ext.

Article 5: Personnel to Be Provided

Client's Representative, hereinafter referred to as the Coordinator, shall be present at each of the program days. The Coordinator shall be **Lauren Halko** or such person or persons as may be designated by the Client.

Vendor must have phone contact regarding final logistics with Coordinator no later than 28 days prior to first scheduled program day. Vendor reserves the right to cancel if Coordinator or alternate Client Representative cannot be reached, subject to the termination section below.

If Coordinator is not a school counselor, Client must also provide a counselor who will attend the entire program day(s) and coordinate any necessary follow-up support for youth participants.

In addition, Client must provide a minimum of one adult for every four (4) youth participants (e.g. 100 youth, 25 adults). If Client is unable to provide a 1 to 4 ratio of adults to student participants, the Client must reduce the number of student participants to meet the required ratio. Vendor reserves the right to cancel the program at the Client's expense if these conditions are not met.

The Coordinator will:

- A. Use the Challenge Day Coordinator's Handbook and other program materials, provided by Vendor to Client, as guides for coordinating participation and logistics for the program day(s).
- B. Act as primary contact with the Challenge Day office regarding all logistics for program day(s).
- C. Attend a phone meeting with Challenge Day Client Manager named below five (5) to six (6) weeks prior to first program day. The purpose of this meeting is to review the Challenge Day Coordinator's Handbook and all arrangements and logistics.
- D. Maintain weekly e-mail and/or phone contact with the Challenge Day Client Manager from six (6) weeks prior to first program day to one (1) week after the last program day.
- E. Take responsibility for ensuring that all personnel, facilities, tools and equipment are provided as written in this agreement and the Challenge Day Coordinator's Handbook.
- F. Be available to speak with Challenge Day staff the day prior to the first program day to review last-minute logistics.
- G. Attend each program day in its entirety and/or assign an alternate coordinator to attend each program day in its entirety. If an alternate coordinator is assigned, the alternate coordinator must agree to assume all coordinator responsibilities regarding event participants, logistics and personnel for that day.

Article 6: Facilities to Be Provided

CHALLENGE DAY: All work hereunder shall be performed on Client's premises or at sites designated by Client. Client to secure a private enclosed room large enough for the activities of the participants, including Adult Participants (50 x 50' minimum; 20' ceiling height). Private room is defined as one which will be free of interruptions for the duration of the program, where loud sounds such as cheering will not disturb occupants in adjoining rooms, any windows at or below eye level have been covered, and participants must be able to eat lunch in the same site of the program. Site must be confirmed three (3) weeks prior to the event(s).

Article 7: Changes

Client may, during the term of this agreement, request additions to the services furnished by the Vendor. Client reserves the right to cancel any scheduled services consistent with the terms of Cancellation and Termination article. Vendor shall not be obligated to make changes without its written acknowledgment of acceptance of such changes.

Article 8: Cancellation And Termination

- A. If Client schedules program days with Vendor and cancels ninety one (91) days or more prior to the scheduled date of program, no fee is due.
- B. If Client schedules program days with the Vendor and cancels sixty one (61) to ninety (90) days prior to the scheduled date of the program then Client will pay Vendor 1st installments for the days cancelled, plus any travel costs or fees incurred by the Vendor on behalf of the Client.
- C. If Client schedules program days with the Vendor and cancels sixty (60) days prior to the scheduled date of the program then Client will pay Vendor all installments for the days cancelled, plus any travel costs or fees incurred by the Vendor on behalf of the Client.
- D. Vendor must have phone contact regarding final logistics with Client's representative no later than 28 days prior to the first scheduled program day. Vendor reserves the right to cancel if Client cannot be reached, subject to Cancellation and Termination clauses B and C.
- E. If program days are canceled due to weather outside of listed items in Force Majeure Article, Client will pay Vendor any travel costs or fees incurred by the Vendor on behalf of the Client for the dates listed in **Addendum A**. If openings exist, program days may be rescheduled to a date or dates within one (1) calendar year from the original date(s). If the event is to be rescheduled Client will pay Vendor additional travel costs incurred for rescheduled event.
- F. Client may terminate this agreement at any time subject to the provisions of cancellation indicated above in clauses A through E.

Article 9: Choice of Law

The laws of the State of New York shall govern this agreement and all transactions under it. Vendor agrees to submit to the jurisdiction of any court wherein an action is commenced against Client based on a claim for which Vendor has agreed to indemnify Client under this Agreement.

Article 10: Entire Agreement

The provisions of this agreement supersede all contemporaneous oral agreements and all prior oral and written communications (including the School Coordinator Program Packet) and understanding of the parties with respect to the subject matter of this Agreement. This agreement is the entire agreement between the parties.

Article 11: Force Majeure

Neither party shall be held responsible for any delay or failure in performance of any part of this Agreement to the extent such delay or failure is caused by fire, flood, strike, civil, governmental or military authority, or other similar causes beyond the control and without the fault or negligence of the delayed or non performing party or its subcontractors.

Article 12: Insurance

Vendor shall maintain in full force and effect, at its cost and expense, liability insurance in the aggregate amount of \$1,000,000.

Article 13: Disputes

Any controversy, dispute or claim arising out of or relating to the interpretation of this Agreement shall be subject to a thirty (30) day negotiation period between the parties in which key business people for the parties will, in good faith, attempt to resolve the matter.

Article 14: Mediation and Arbitration

If a dispute arises out of or relates to this Agreement, or its breach, and the parties have not been successful in

resolving such dispute through negotiation, the parties agree to attempt to resolve the dispute through mediation by submitting the dispute to a sole mediator selected by the parties or, at any time at the option of either party, to mediation by the American Arbitration Association ("AAA"). If not thus resolved, it shall be referred to a sole arbitrator selected by the parties within thirty (30) days of the mediation or, in absence of such election, to final and binding arbitration by a sole arbitrator under the AAA Arbitration Rules ("Rules") in effect on the date of this Agreement. The mediation and arbitration, including arguments and briefs, shall be in the English language in the State of California, United States of America. The arbitrator may not limit, expand or otherwise modify the terms of this Agreement or award exemplary or punitive damages or attorney's fees. The arbitrator shall apply the substantive law of the State of California. The award shall be in United States dollars. Judgment upon the award rendered in the arbitration may be entered in any court having jurisdiction thereof. Each party shall bear its own expenses (including attorney's fees) and an equal share of the expense of the mediator and arbitrator and the fees of the AAA. The parties and their representatives, other participants and the mediator and arbitrator shall hold the existence, content and result of the mediation and arbitration in confidence. Nothing in this clause shall be construed to preclude any party from seeking injunctive relief in order to protect its rights pending mediation or arbitration. A request by a party to a court for such injunctive relief shall not be deemed a waiver of the obligation to mediate or arbitrate.

Article 15: Tools and Equipment

Unless otherwise specifically provided for in this agreement, Vendor shall provide all tools and equipment ("equipment") for performance of this Agreement. Should the Vendor actually use any equipment owned or rented by Client, Vendor accepts the equipment "as is" and the Vendor shall have the risk of damage to such equipment as long as damage is sustained as a result of Vendor's actions. Vendor agrees not to remove the equipment from Client's premises, and to use equipment only for the services covered under this agreement. In addition to one chair per participant (chairs must be lightweight and without arms), Client must provide the equipment and supplies specified in the Challenge Day Coordinator's Handbook.

Article 16: Timely Performance

If Vendor has knowledge that anything prevents or threatens to prevent the timely performance of the Services under this Agreement, Vendor shall immediately notify Client thereof and include all relevant information concerning the delay or potential delay.

Article 17: Title to Media / License to Use

Receipt of materials supplied under this agreement represents acceptance of a license to use such materials for "in house" activities sponsored by Client solely for the benefit of Client's employees and students. Such rights are restricted to use by those employees who participate in the program to which the materials are related. License to use any documents and other tangible media of expression ("Training Media") furnished hereunder by Vendor to Client shall pass to Client on full payment of invoice for the services associated with such media. Client expressly agrees that it does not have the right to reproduce or sub-license such media.

Article 18: Ownership of Programs

Vendor's programs or related materials in any form including but not limited to written, video, audio or electronic reproductions, and shall obligate its employees, subcontractors and others working for it, to adhere to the same limitations, without written consent of Vendor. Client agrees to limit its use of programs and materials supplied by Vendor to "in house" activities sponsored by Client solely for the benefit of its employees and students.

Article 19: Right to Use Ideas

The ideas presented in the Vendor's programs may be used by Client and its employees, subcontractors and others working for Client without restriction. However, due to the nature of the exercises, which are protected under Federal copyright law, specific exercises, such as the Power Shuffle, may not be reproduced in any format.

Article 20: No Result or Benefit

The Vendor promises only to deliver the program and does not warrant or promise any result or benefit to Client or those participating.

Article 21: Representations

Vendor represents to Client that the services rendered by the Vendor will be performed in a manner consistent with highest professional standards in its field.

Article 22: Indemnity

- A. The Client shall indemnify and save harmless the Vendor, its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly and whether by statute or otherwise, out of any act or omission of the Client, its employee and agencies in the performance by the Client of this Agreement.
- B. The Vendor shall indemnify and save harmless the Client, its employees and agents from any and all claims, demands, actions and costs whatsoever that may arise, directly or indirectly and whether by statute or otherwise, out of any act or omission of the Vendor, its employees and agencies in the performance by the Vendor of this Agreement.
- C. The above indemnifications shall survive the termination of this Agreement.

Addendum Regarding Indemnification for Program Content

Vendor's Services do not include discussion or dissemination of "Critical Race Theory." Client understands, acknowledges and agrees that the Vendor's program participants and facilitators may discuss historical and current experiences of discrimination and oppression of various groups based on (but not limited to): socio-economic status, gender identity, sexuality, religion, race, ethnicity, and/or culture. Client agrees to, and does bear all responsibility for ensuring compliance with state and local laws, rules, and regulations pertaining to such program content. Client further specifically agrees to indemnify and save harmless the Vendor, its employees and agents from any and all claims, demands, actions and costs whatsoever, that may arise out of Vendor's presentation of said program content.

Article 23: NonWaiver

No agreement or failure of either party to strictly enforce any term, right or condition of this Agreement shall be construed as a waiver of such term, right or condition.

Article 24: Severability

If any portions of the provisions of this Agreement shall be invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provisions or provision, and the rights and obligations of the Vendor and Client shall be construed and enforced accordingly.

Article 25: Program Requirements

Below you will find a list of logistical items you and your planning team must attend to as you prepare for your school's Program(s). These are non-negotiable items and agreements that must be met to ensure the success

of your event. Please review this list carefully.

CHALLENGE DAY:

- A designated coordinator must supply their contact information, complete a coaching call no later than 6 weeks prior to their event, and carry out the requirements detailed in the Challenge Day Coordinator's Handbook.
- A counselor must participate and be present for the duration of the Challenge Day program.
- Number of student participants must meet the minimum requirement of 40 students, and may not exceed 100 students per program day.
- The school must maintain a 4:1 student to adult ratio for their Challenge Day program.
- The school staff will be informed about the Challenge Day program and briefed on the expectations for their involvement.
- The Challenge Day program requires at least 5 hours of uninterrupted program time.
- The event location must be a 50x50 space that can safely accommodate up to 125 program participants.
- The space will be set up per specifications in the Coordinator's Handbook the night prior to the event, or in the morning before the facilitators arrive.

Article 26: Notices

Any notice or demand which under the terms of this Agreement or under any statute must or may be given or made by Vendor or Client shall be in writing and shall be given or made by confirmed facsimile, or similar communication, or by certified mail, registered mail, or courier service addressed to the respective parties as follows:

For Juan Lagunas Soria:

Lauren Halko
3101 Dunkirk
Oxnard, CA 93035

For Challenge Day:

Kayla Kern
Challenge Day
2063 Main Street #437
Oakley, CA 94561

The effective dates of such notice shall be (1) upon evidence of successful facsimile transmission, or (2) five days following the date mailed for certified or registered letters and two days following the date mailed for overnight letters (courier service), or (3) when delivered, if in person. The above addresses may be changed at any time by giving written notice as provided above.

Article 27: Signatures

By signing below, I agree to the articles of this Agreement and agree to provide support, personnel, facilities, tools and equipment as written above. I attest that I am authorized to make agreements on behalf of Juan Lagunas Soria:

Authorized Signature Name: Dr. Anabolena DeGenna, Asst. Supt., Educational Services

Signature: 

Date: 2-2-2023

By signing below, I attest that I have read and agree to perform the responsibilities of Coordinator, as written above:

Coordinator Name: Lauren Halko

Title: Principal

Signature: 

Date: 2/2/23

For Challenge Day:

Booking Manager Name: Kayla Kern

Signature: _____

Date: _____



2063 Main Street #437
 Oakley, CA 94561
 Phone 925-957-0234

Program Invoice

INVOICE NUMBER	16197
BOOKING DATE	11/18/2022

Program Funded By:	
Juan Lagunas Soria 3101 Dunkirk Oxnard, CA 93035	
Purchase Order #	

Program Location:	
Juan Lagunas Soria	
Program Date	2/23/23

Events	Program Description	Program Fees	Fees Due By	Total
2	Challenge Day - 1st installment - 50% of program fee due 60 days before program date.	1,950.00	12/25/22	3,900.00
2	Challenge Day - 2nd installment - 50% of program fee due 30 days before program date.	1,950.00	1/24/23	3,900.00
1	**Travel expenses will be invoiced when incurred**		12/25/22	0.00
1	For Challenge Day at Juan Lagunas Soria on 2/23/2023, Challenge Day at Juan Lagunas Soria on 2/24/2023.	0.00	12/25/22	0.00

PLEASE NOTE WE CAN ONLY ACCEPT PAYMENT IN US CURRENCY. PLEASE INCLUDE YOUR INVOICE # WITH YOUR PAYMENT. WE NO LONGER ACCEPT CREDIT CARD PAYMENTS.

PLEASE REMIT PAYMENTS TO: CHALLENGE DAY 2063 MAIN STREET #437 OAKLEY, CA 94561	Total	\$7,800.00
FED TAX ID 3 94-3386810 IRS APPROVED 501(c)(3) TAX EXEMPT CORPORATION		

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: February 15, 2023

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement/MOU #22-207 – Tutorific (DeGenna/Jefferson)

Tutorific will provide additional instruction to students selected or assigned by the Special Education Department for tutoring outside of the normal school day.

Term of the Agreement/MOU: July 1, 2022 through June 30, 2023

FISCAL IMPACT:

\$100,000.00 – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement/MOU #22-207 with Tutorific.

ADDITIONAL MATERIALS:

Attached: [Agreement/MOU #22-207, Tutorific \(6 Pages\)](#)
[Certificate of Insurance \(1 Page\)](#)

OSD AGREEMENT #22-207



Memorandum of Understanding (“MOU”)
Between
Oxnard School District (“OSD”) Special Education Department
1051 South “A” Street, Oxnard, CA 93030
And Tutorific, LLC (“Tutorific”)

1. **Purpose.** This MOU is entered into for the purpose of providing additional instruction to students selected or assigned by OSD for tutoring outside of the normal school day (“Student”).
2. **Term.** The Term of this Contract begins on July 1, 2022 and ends on June 30, 2023 (“Term”).
3. **Payment.** Upon proper monthly invoicing which includes the number of hours provided per student, OSD agrees to pay Tutorific for services performed during the Term of this Agreement at the rate of \$85 per hour per student for one-to-one tutoring.
4. **Students.** Selection of students to participate under this MOU shall be at the discretion of OSD. Tutorific may decline and/or drop a Student if it is not possible to provide the tutoring due to lack of reasonable parent support in facilitating the tutoring (including but not limited to parent inflexibility to accept any of multiple scheduling options) or if the Student presents a danger to Tutorific staff. For each Student assigned to Tutorific by OSD, OSD shall provide Tutorific with the child’s name, parent(s) name(s), address, contact numbers, and any information OSD deems helpful in providing service to the Student, including but not limited to 504 plan, IEP, ISP, special education information, level of English language ability and home language, type of tutoring (if limited by OSD), and number of hours of tutoring (if limited by OSD).
5. **Subjects & Duration.** The subject(s) to be tested and tutored and are pre-approved by OSD are reading, language arts, spelling, and math. If requested by OSD and/or parent, and Tutorific’s tutor is able, tutor may assist with other subjects as best serves each student. Tutorific shall be notified by OSD in writing of Students assigned for a finite number of hours of tutoring at the time each Student is assigned, and OSD shall not be responsible to pay Tutorific for any tutoring beyond those stated hours. Students assigned without a finite number of hours shall be considered to be ongoing and OSD shall pay for all Tutorific-provided sessions for such Students throughout the school year in which the Students are assigned but OSD may stop any Student’s tutoring with a simple two week written notice.
6. **Testing & Reporting.** Tutorific shall assess each Student as the first step of tutoring. Assessment time shall be counted and paid as tutoring time. Progress assessing and reporting shall occur approximately quarterly and at the end of each student’s assign duration with Tutorific. Progress is not tested nor reported for students who drop from the program before each scheduled progress test. Tutorific shall report non-excused absences to OSD within a week of the missed session or missed make-up, whichever comes last. Attendance shall also be reported at the time of monthly billing.
7. **Parent Communication.** Tutorific shall be responsible for parent communication related to student scheduling, absences, and make-ups. A copy of each report shall be provided by Tutorific to each Student’s parent. Tutorific shall provide reports to parents in Spanish when necessary for good communication.
8. **Location of Tutoring.** The location of tutoring shall be determined by mutual agreement between Tutorific and the Student’s parent and may be at the school, Tutorific’s clinic, a public library, or in-home. Tutorific shall make good effort to provide the tutoring at each Student’s home school campus when possible while keeping in mind some families’ limitations related to parent work schedules and transportation, facility space and tutor availability.

9. Staff Qualifications. Tutorific will ensure that all individuals employed, subcontracted, or otherwise hired by Tutorific to provide any portion of this program have the experience and/or ability and temperament to perform the functions for which they are being hired. Tutorific shall clear by the Department of Justice (DOJ / LiveScan) any person who would interact in-person with any Student and during the Term of this MOU shall retain a copy of the DOJ clearance and Tuberculosis (TB) clearance. Tutorific may make exceptions to these qualification with the approval of OSD.

10. Materials. Tutorific shall supply Students with all materials necessary for providing high quality tutoring. Computer tablets and other electronic devices are not included as part of this MOU except those provided by OSD.

11. Independent Contractor. Nothing in this MOU will be construed to imply a joint venture or employment.

12. Student Confidentiality. Student information shall be kept confidential by Tutorific. A copy of all student records will be delivered to OSD with the monthly invoice. Records will be kept in accordance with the directed needs of OSD.

13. Incident, Accident, and Child Abuse Reporting. Tutorific will submit a written accident report to OSD within 24 hours of any accident or incident when a pupil has suffered an injury, injured another individual, or has been involved in an activity requiring notification of law enforcement or emergency personnel. Tutorific hereby agrees that all staff members, including volunteers, are familiar with and agree to child abuse and missing children reporting obligations and procedures under California law, including but not limited to, California Education Code Section 49370 and California Penal Code section 11166, *et seq.* Tutorific agrees that all staff members will abide by such laws in a timely manner.

14. Insurance. Provider agrees to obtain and maintain in full force and effect during the term of this Contract the insurance policies set forth in **Exhibit A** “Insurance” and made a part of this Contract. All insurance policies shall be subject to approval by OSD as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the OSD Superintendent. Provider agrees to provide OSD with copies of required policies upon request.

15. Discrimination. Provider shall not discriminate on the basis of race, religion, sex, national origin, age, disability or sexual orientation in employment or operation of its program.

16. References to OSD & Tutorific. All references to OSD and Tutorific in this agreement relate specifically to this MOU and not to any other agreement between OSD and Tutorific.

17. Termination.

a. Without Cause. This Contract may be terminated by OSD or the Provider at any time. To terminate this Contract, either party will give 20 calendar days written notice prior to the date of termination. Upon termination, without default of Provider, OSD will pay, without duplication, for all services satisfactorily performed to the date of termination. In consideration of this payment, Provider waives all rights to any further payment of damage. Under no circumstances will Provider be entitled to anticipatory, lost profits or consequential damages as a result of termination under this section.

b. For Cause.

(i) OSD may, by written notice to the Provider, terminate this Contract in whole or in part at any time because of the failure of the Provider to fulfill its contractual obligations and OSD may, in its sole discretion, provide Provider with a reasonable period within which to cure the default. Upon receipt of such notice, the Provider will (A) immediately discontinue all services affected (unless the notice directs otherwise) and (B) deliver to OSD all information and material as may have been involved in the provision of services whether provided by OSD or generated by the Provider in the performance of this Contract, whether completed or in process (unless the notice directs otherwise). Termination of this Contract will be as of the date of receipt by the Provider of such notice.

(ii) If the termination is due to the failure of the Provider to fulfill its contractual obligations, OSD may take over the services and complete the services by contract or otherwise. Provider will be liable for the reasonable costs and expenses related to the transfer of OSD students to another provider.

(iii) If, after the notice of termination for failure to fulfill contract obligations, it is determined that the Provider has not so failed, the termination will be deemed to have been effected without cause pursuant to 15(a) above.

(iv) Provider will not be entitled to anticipatory, lost profits or consequential damages as a result of any termination under this section. Payments to the Provider in accordance with this section will constitute the Provider’s exclusive remedy for any termination hereunder.

18. Severability Clause. If any provision of this Contract is held, in whole or in part, to be unenforceable for any reason, the remainder of that provision and of the entire Contract will be severable and remain in effect.

19. Written Notice. Notices required under this Contract will be valid when mailed first class postage or personally delivered to the following representatives, as indicated below.


For the District (OSD):
Danielle Jefferson
Director of Special Education
Oxnard School District
1051 South “A” Street
Oxnard, CA 93030

For Tutorific:
Matt Oppenheimer
Executive Director / Owner
Tutorific!
484 Mobil Avenue, Suite 12
Camarillo, CA 93010

OXNARD SCHOOL DISTRICT

TUTORIFIC

Signature



Signature

Lisa A. Franz, Director, Purchasing

Matt Oppenheimer, Executive Director / Owner

Date

Date

EXHIBIT A

INSURANCE

I. Insurance Requirements. Provider shall provide and maintain insurance, acceptable to the OSD Superintendent or OSD Counsel, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Provider, its agents, representatives or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the Current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Provider shall provide the following scope and limits of insurance:

A. Minimum Scope of Insurance. Coverage shall be at least as broad as:

(1) Commercial General Liability coverage of not less than one million dollars (\$1,000,000) combined single limit, bodily injury, personal injury and property damage liability per occurrence, in a form acceptable to OSD.

(2) Comprehensive general and auto liability insurance with limits of not less than one million dollars (\$1,000,000) per accident for bodily injury and property damage per occurrence. A combined single limit policy with aggregate limits in an amount of not less than two million dollars (\$2,000,000) shall be considered equivalent to the said required minimum limit.

(3) Insurance Coverage shall include:

1. owned, non-owned and hired vehicles;
2. blanket contractual;
3. broad form property damage;
4. products/completed operations; and
5. personal injury.

(4) Workers' Compensation insurance as required by the laws of the State of California.

(5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) aggregate.

(6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Provider's profession. This coverage may be written on a "claims made" basis and must be endorsed to be applicable to claims based upon, arising out of or related to Services performed under this Agreement. The insurance must be maintained for at least 3 consecutive years following the later of the completion of the Services or the termination of this Agreement.

Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination.

II. Other Provisions. Insurance policies required by this Agreement shall contain the following provisions:

A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to OSD.

B. General Liability and Automobile Liability Coverages.

(1) OSD, and its respective elected and appointed officers, officials, and employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Provider performs; products and completed operations of Provider; premises owned, occupied or used by Provider; or automobiles owned, leased, hired or borrowed by Provider. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Provider's insurance.

(3) Provider's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Provider agrees to deposit with OSD, at or before the effective date of this contract, certificates of insurance necessary to satisfy OSD that the insurance provisions of this contract have been complied with. OSD may require that Provider furnish OSD with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. OSD reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. If any Services are performed by subcontractor, Provider shall furnish certificates and endorsements from each subcontractor identical to those Provider provides.

B. Any deductibles or self-insured retentions must be declared to and approved by OSD. At the option of OSD, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects OSD or its respective elected or appointed officers, officials, employees and volunteers or the Provider shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Provider's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

EXHIBIT B

CONFLICT OF INTEREST CHECK

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case-by-case basis, concerning whether disclosure will be required from a consultant to comply with the OSD's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

Consultants are required to file disclosures when, pursuant to a contract with OSD, the consultant will make certain specified government decisions or will perform the same or substantially the same duties for OSD as a staff person would.

The services to be performed by Provider under the Contract to which this Exhibit B is attached constitute do not constitute governmental decisions or staff services within the meaning of the Conflict-of-Interest Code. Therefore, the Provider, **Tutorific!**, who will provide Services under the Contract, is is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz,
Director, Purchasing



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/16/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of California 196 S. Fir Street PO Box 1388 Ventura CA 93002-1388		CONTACT NAME: Joslyn Minor PHONE (A/C, No, Ext): (805) 585-6100 FAX (A/C, No): (805) 585-6200 E-MAIL ADDRESS: joslyn.minor@assuredpartners.com																						
INSURED Tutorific, LLC 484 Mobil Avenue Suite 11 Camarillo CA 93010		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Philadelphia Indemnity Ins Co</td> <td>18058</td> </tr> <tr> <td>INSURER B:</td> <td>Lloyd's of London</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Philadelphia Indemnity Ins Co	18058	INSURER B:	Lloyd's of London		INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER D:																								
INSURER E:																								
INSURER F:																								

COVERAGES

CERTIFICATE NUMBER: 22/23 GL/AU/UMB/PROF/

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2348705	11/13/2022	11/13/2023	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2348705	11/13/2022	11/13/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			PHUB792949	11/13/2022	11/13/2023	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N	N / A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
B	SEX ABUSE / MOLESTATION			B0621PTUTO000821	12/28/2021	12/28/2022	LIMIT:	\$3,000,000
							AGGREGATE:	\$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

GL: Certificate Holder is Additional Insured as respects to operations of the Named Insured per form PIGLDVS0517. This Insurance is Primary & Non-Contributory to any other Insurance per form PIGLDVS0517. Endorsements apply only as required by current written contract on file.

CERTIFICATE HOLDER**CANCELLATION**

Oxnard School District 1051 S. A. Street Oxnard CA 93030	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> 
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OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: February 15, 2023

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #22-208 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)

It is recommended that the Board of Trustees ratify the service agreement with Ventura County Office of Education (VCOE) for the 2022-2023 school year, to provide exceptional services to special education student #AC080310 that consists of support from Special Circumstances Paraeducators (SCP's), including Extended School Year.

FISCAL IMPACT:

\$30,468.25 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-208 with the Ventura County Office of Education for Special Circumstances Paraeducator Services (SCP's).

ADDITIONAL MATERIALS:

Attached: [Agreement #22-208, Ventura County Office of Education \(1 Page\)](#)



AGREEMENT

For Paraeducator Performing Special Circumstance Educational Support

This Agreement, effective **January 13, 2023**, is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the **Oxnard School District**, hereinafter referred to as DISTRICT.

AC080310

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends, **Foster School**, a special education program operated by SUPERINTENDENT.
2. SUPERINTENDENT agrees to provide for the exceptional service(s) of such Special Education pupil as authorized by DISTRICT or its designee and agreed to by SUPERINTENDENT.
3. DISTRICT shall reimburse SUPERINTENDENT the actual cost of providing the exceptional service plus the state approved indirect cost rate of SUPERINTENDENT.

Authorized exceptional service(s) shall consist of Paraeducator performing special circumstance educational support throughout the school day in the classroom for 1,650 minutes weekly and 300 minutes weekly during transportation for a total of 1,950 minutes weekly. ESY will be provided at 1200 minutes weekly in the classroom and 300 minutes weekly during transportation for a total of 1500 minutes weekly.

4. DISTRICT acknowledges that certain types of expenses will continue to accrue during periods of student's absence from school, including but not limited to salary and benefits of staff providing the exceptional service(s). DISTRICT further acknowledges that if the exceptional service(s) includes the service(s) of SUPERINTENDENT's employee(s), 45-day notice is required to layoff an employee for lack of work. Therefore, in the event the student unexpectedly leaves SUPERINTENDENT's program, SUPERINTENDENT will make every attempt to re-assign any staff involved in providing the exceptional service(s); however, if that is not possible, DISTRICT will reimburse SUPERINTENDENT for expense incurred throughout the layoff notice period.
5. DISTRICT does hereby agree to defend, indemnify, and hold harmless the SUPERINTENDENT, the Ventura County Board of Education, and its officers, and employees from any and all claims, demands, liabilities, expenses (including attorneys' fees and costs of defense) arising as a result of SUPERINTENDENT's obligations under this agreement. However, this indemnification shall not apply if it is ultimately adjudicated that such claim, demand, liability or expense arose out of the sole negligence of the SUPERINTENDENT.
6. The term of this contract shall begin **1/13/2023** (IEP date~12/14/2022) and continue thereafter on a continuing basis until the IEP of said student is modified or until student's district of residence changes.

FISCAL YEAR-based on IEP date: CURRENT: **2022-2023**
 (including ESY, if applicable) 1/13/2023-6/16/2023
 (ESY: 6/19/2023-6/30/2023)

UPCOMING: **2023-2024**
 (ESY: 7/1/2023-7/15/2023)
 8/16/2023-12/14/2023

ESTIMATED COSTS

\$ 30,468.25

+

\$ TBD

It shall be the responsibility of DISTRICT to notify SUPERINTENDENT of any change in district of residence or change in the IEP that would affect this contract.

IN WITNESS WHEREOF, the parties hereto have executed this agreement:

OXNARD SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature

Accepted By: 

Special Education Authorized Representative

Title: **Director, Purchasing**

Approved By: _____

Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ **30,468.25**

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: February 15, 2023

Agenda Section: Section C: Special Education Agreement

Ratification of Agreement #22-209 – Educational Professionals of Central California, LLC (DeGenna/Jefferson)

Educational Professionals of Central California, LLC will provide Independent Education Evaluator Services to the Special Education Department during the 2022-2023 academic year to provide psychological assessment including complete clinical review, face to face testing, review of teachers and parents rating scales, test scoring, records review, a comprehensive written psychological report, and IEP attendance (telephone conference).

Term of Agreement: January 1, 2023 through June 30, 2023

FISCAL IMPACT:

Not to exceed \$15,000.00 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Special Education Services, and the Associate Superintendent, Educational Services, that the Board of Trustees ratify Agreement #22-209 with Educational Professionals of Central California, LLC.

ADDITIONAL MATERIALS:

Attached: [Agreement #22-209, Educational Professionals of Central California, LLC \(13 Pages\)](#)
[Rate Sheet \(1 Page\)](#)

OXNARD SCHOOL DISTRICT

Agreement #22-209

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 15th day of February 2023 by and between the Oxnard School District (“District”) and Educational Professionals of Central California, LLC (“Consultant”). District and Consultant are sometimes hereinafter individually referred to as “Party” and hereinafter collectively referred to as the “Parties.”

RECITALS

A. District is authorized by *California Government Code* Section 53060, and Board Policy 4368, to contract with independent contractors for the furnishing of services concerning financial, economic, accounting, engineering, legal, administrative and other matters. District has sought, by issuance of a Request for Proposals or Invitation for Bids, the performance of the Services, as defined and described particularly on **Exhibit A**, attached to this Agreement.

B. Following submission of a proposal or bid for the performance of the Services, Consultant was selected by the District to perform the Services.

C. The Parties desire to formalize the selection of Consultant for performance of the Services and desire that the terms of that performance be as particularly defined and described herein.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained here and other consideration, the value and adequacy of which are hereby acknowledged, the parties agree as follows:

1. **Incorporation of Recitals and Exhibits.** The Recitals set forth above and all exhibits attached to this Agreement, as hereafter amended, are incorporated by this reference as if fully set forth herein.

2. **Term of Agreement.** Subject to earlier termination as provided below, this Agreement shall remain in effect from January 1, 2023 through June 30, 2023 (the “Term”). This Agreement may be extended only by amendment, signed by the Parties, prior to the expiration of the Term.

3. **Time for Performance.** The scope of services set forth in **Exhibit A** shall be completed during the Term pursuant to the schedule specified **Exhibit A**. Should the scope of services not be completed pursuant to that schedule, the Consultant shall be deemed to be in Default as provided below. The District, in its sole discretion, may choose not to enforce the Default provisions of this Agreement and may instead allow Consultant to continue performing the Services.

4. **Compensation and Method of Payment.** Subject to any limitations set forth below or elsewhere in this Agreement, District agrees to pay Consultant the amounts specified in **Exhibit B** “Compensation”. The total compensation shall not exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00), per attached rate sheet, unless additional compensation is approved in writing by the District.

- a. Each month Consultant shall furnish to District an original invoice for all work performed and expenses incurred during the preceding month. The invoice shall detail charges by the following categories: labor (by sub-category), travel, materials, equipment, supplies, and sub-consultant contracts. Sub-consultant charges, if any, shall be detailed by the following categories: labor, travel, materials, equipment and supplies. District shall independently review each invoice submitted by the Consultant to determine whether the work performed and expenses incurred are in compliance with the provisions of this Agreement. In the event that no charges or expenses are disputed, the invoice shall be approved and paid according to the terms set forth in subsection b. In the event any charges or expenses are disputed by District, the original invoice shall be returned by District to Consultant for correction and resubmission.
- b. Except as to any charges for work performed or expenses incurred by Consultant which are disputed by District, District will use its best efforts to cause Consultant to be paid within forty-five (45) days of receipt of Consultant's correct and undisputed invoice.
- c. Payment to Consultant for work performed pursuant to this Agreement shall not be deemed to waive any defects in work performed by Consultant.

5. **Termination.** This Agreement may be terminated at any time by mutual agreement of the Parties or by either Party as follows:

- a. District may terminate this Agreement, with or without cause, at any time by giving thirty (30) days written notice of termination to Consultant. In the event such notice is given, Consultant shall cease immediately all work in progress; or
- b. Consultant may terminate this Agreement for cause at any time upon thirty (30) days written notice of termination to District.

6. **Inspection and Final Acceptance.** District may, at its discretion, inspect and accept or reject any of Consultant's work under this Agreement, either during performance or when within sixty (60) days after submitted to District. If District does not reject work by a timely written explanation, Consultant's work shall be deemed to have been accepted. District's acceptance shall be conclusive as to such work except with respect to latent defects, fraud and such gross mistakes as amount to fraud. Acceptance of any of Consultant's work by District shall not constitute a waiver of any of the provisions of this Agreement including, but not limited to indemnification and insurance provisions.

7. **Default.** Failure of Consultant to perform any Services or comply with any provisions of this Agreement may constitute a default. The District may give notice to Consultant of the default and the reasons for the default. District shall not have any obligation or duty to continue compensating Consultant for any work performed after the date of the notice until the default is cured. The notice shall include the timeframe in which Consultant may cure the default. This timeframe is presumptively thirty (30) days, but may be extended, though not reduced, at the discretion of the District. During the period of time that Consultant is in default, the District shall hold all invoices and shall, when the default is cured, proceed with payment on the invoices. In the alternative, the District may, in its sole discretion, elect to pay some or all of the outstanding invoices during the period of default. If Consultant does not cure the default, the District may terminate this Agreement as provided above. Any failure on the part of the District to give notice of the Consultant's default shall not be deemed to result in a waiver of the District's legal rights or any rights arising out of any provision of this Agreement.

8. **Ownership of Documents.** All maps, models, designs, drawings, photographs, studies, surveys, reports, data, notes, computer files, files and other documents prepared, developed or discovered by Consultant in the course of providing any services pursuant to this Agreement (collectively and individually, the "Documents") shall

become the sole property of District and may be used, reused or otherwise disposed of by District without the permission of the Consultant. Upon completion, expiration or termination of this Agreement, Consultant shall turn over to District all such Documents.

9. **Use of Documents by District.** If and to the extent that District utilizes for any purpose not related to this Agreement any Documents, Consultant's guarantees and warrants related to Standard of Performance under this Agreement shall not extend to such use of the Documents.

10. **Consultant's Books and Records.** Consultant shall maintain any and all documents and records demonstrating or relating to Consultant's performance of services pursuant to this Agreement for a minimum of three years after termination or expiration of this Agreement, or longer if required by law.

- a. Consultant shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, or other documents or records evidencing or relating to work, services, expenditures and disbursements charged to District pursuant to this Agreement for a minimum of three years, or longer if required by law, all in accordance with generally accepted accounting principles and with sufficient detail so as to permit an accurate evaluation of the services provided by Consultant pursuant to this Agreement.
- b. Any and all such records or documents shall be made available for inspection, audit and copying, at any time during regular business hours, upon request by District or its designated representative. Copies of such documents or records shall be provided directly to the District for inspection, audit and copying when it is practical to do so; otherwise, unless an alternative is mutually agreed upon, such documents and records shall be made available at Consultant's address indicated for receipt of notices in this Agreement.
- c. District has the right to acquire custody of such records by written request if Consultant decides to dissolve or terminate its business. Consultant shall deliver or cause to be delivered all such records and documents to District within sixty (60) days of receipt of the request.

11. **Independent Contractor.** Consultant is and shall at all times remain a wholly independent contractor and not an officer, employee or agent of District.

- a. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant, its agents or employees shall not at any time or in any manner represent that Consultant or any of Consultant's officers, employees, or agents are in any manner officials, officers, employees or agents of District. Neither Consultant, nor any of Consultant's officers, employees or agents, shall, by virtue of services rendered under this Agreement, obtain any rights to retirement, health care or any other benefits which may otherwise accrue to District's employees. Consultant will be responsible for payment of all Consultant's employees' wages, payroll taxes, employee benefits and any amounts due for federal and state income taxes and Social Security taxes since these taxes will not be withheld from payment under this agreement.
- b. Consultant shall have no authority to bind District in any manner, or to incur any obligation, debt or liability of any kind on behalf of or against District, whether by contract or otherwise, unless such authority is expressly conferred in writing by District, or under this Agreement.

12. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience and facilities necessary to properly perform the services required under this Agreement in a thorough, competent and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience and talent, perform all services described herein. In meeting its obligations under this Agreement,

Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.

13. **Confidential Information.** All information gained during performance of the Services and all Documents or other work product produced by Consultant in performance of this Agreement shall be considered confidential. Consultant shall not release or disclose any such information, Documents or work product to persons or entities other than District without prior written authorization from the Superintendent of the District, except as may be required by law.

- a. Consultant shall promptly notify District if it is served with any summons, complaint, subpoena or other discovery request, court order or other request from any party regarding this Agreement or the work performed hereunder.
- b. District retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing or similar proceeding. Consultant agrees to cooperate fully with District and to provide District with the opportunity to review any response to discovery requests provided by Consultant; provided that this does not imply or mean the right by District to control, direct, or rewrite said response.

14. **Conflict of Interest; Disclosure of Interest.** Consultant covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of District or which would in any way hinder Consultant’s performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor without the express written consent of the District.

- a. Consultant agrees to at all times avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District in the performance of this Agreement.
- b. Bylaws of the Board 9270 BB and 9270(BB) E, as hereinafter amended or renumbered, require that a Consultant that qualifies as a “designated employee” must disclose certain financial interests by filing financial interest disclosures. By its initials below, Consultant represents that it has received and reviewed a copy of the Bylaws of the Board 9270 BB and 9270(BB) E and that it [____] does [X] does not qualify as a “designated employee”.

_____ (Initials)

- c. Consultant agrees to notify the Superintendent, in writing, if Consultant believes that it is a “designate employee” and should be filing financial interest disclosures, but has not been required to do so by the District.

_____ (Initials)

15. **Compliance with Applicable Laws.** In connection with the Services and its operations, Consultant shall keep itself informed of and comply with all applicable federal, state and local laws, statutes, codes, ordinances, regulations and rules including, but not limited to, minimum wages and/or prohibitions against discrimination, in effect during the Term. Consultant shall obtain any and all licenses, permits and authorizations necessary to perform the Services. Neither District, nor any elected or appointed boards, officers, officials, employees or agents of District shall be liable, at law or in equity, as a result of any failure of Consultant to comply with this section.

- a. Without limiting the generality of the foregoing, Consultant shall comply with any applicable fingerprinting requirements as set forth in the Education Code of the State of California.

_____ (Initials)

16. **Unauthorized Aliens.** Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. §§ 1101, et seq., as amended, and in connection therewith, shall not employ “unauthorized aliens” as that term is defined in 8 U.S.C.A. §1324a(h)(3). Should Consultant so employ such individuals for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against District for such employment, Consultant hereby agrees to and shall reimburse District for the cost of all such liabilities or sanctions imposed, together with any and all costs, including attorneys' fees, incurred by District.

17. **Non-Discrimination.** Consultant shall abide by the applicable provisions of the United States Civil Rights Act of 1964 and other provisions of law prohibiting discrimination and shall not discriminate, in any way, against any person on the basis of race, color, religious creed, national origin, ancestry, sex, age, physical handicap, medical condition or marital status in connection with or related to the performance of this Agreement.

18. **Assignment.** The expertise and experience of Consultant are material considerations for this Agreement. District has an interest in the qualifications of and capability of the persons and entities that will fulfill the duties and obligations imposed upon Consultant under this Agreement. In recognition of that interest, Consultant shall not assign or transfer this Agreement or any portion of this Agreement or the performance of any of Consultant’s duties or obligations under this Agreement without the prior written consent of the Board of Directors of the District. Any attempted assignment shall be ineffective, null and void, and shall constitute a material breach of this Agreement entitling District to any and all remedies at law or in equity, including summary termination of this Agreement.

19. **Subcontracting.** Notwithstanding the above, Consultant may utilize subcontractors in the performance of its duties pursuant to this Agreement, but only with the prior written consent of the District. The Consultant shall be as fully responsible to the District for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by him/her, as if the acts and omissions were performed by him/her directly.

20. **Continuity of Personnel.** Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement.

- a. Consultant shall insure that District has a current list of all personnel and sub-contractors providing services under this Agreement.
- b. Consultant shall notify District of any changes in Consultant’s staff and subcontractors, if any, assigned to perform the services required under this Agreement, prior to and during any such performance. The list notice shall include the following information: (1) all full or part-time staff positions by title, including volunteer positions whose direct services are required to provide the services described herein; (2) a brief description of the functions of each such position and the hours each position works each week or, for part-time positions, each day or month, as appropriate; (3) the professional degree, if applicable, and experience required for each position; and (4) the name of the person responsible for fulfilling the terms of this Agreement.

21. **Indemnification.**

- a. Consultant agrees to defend, indemnify, and hold harmless District, its officers, agents, employees, and/or volunteers from any and all claims, demands, losses, damages and expenses, including legal fees and costs, or other obligations or claims arising out of any liability or damage to property, or any other loss, sustained or claimed to have been sustained arising out of activities of the Consultant or those of any of Consultant’s officers, agents, employees, or subcontractors, whether such act or omission is authorized by this Agreement or not. Consultant shall also pay for any and all damage to the Property of the District, or loss or theft of such Property, done or caused by such persons. District

assumes no responsibility whatsoever for any property placed on district premises. Consultant further agrees to waive all rights of subrogation against the District. The provisions of this Agreement do not apply to any damage or losses caused solely by the negligence of the District or any of its officers, agents, employees, and/or volunteers.

_____ (Initials)

- b. The provisions of this section do not apply to claims occurring as a result of District's sole negligence or willful acts or omissions.

22. **Insurance.** Consultant agrees to obtain and maintain in full force and effect during the term of this Agreement the insurance policies set forth in **Exhibit C** "Insurance" and made a part of this Agreement. All insurance policies shall be subject to approval by District as to form and content. These requirements are subject to amendment or waiver if so approved in writing by the District Superintendent. Consultant agrees to provide District with copies of required policies upon request.

23. **Notices.** All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered, or sent by telecopier or certified mail, postage prepaid and return receipt requested, addressed as follows:

To District: Oxnard School District
1051 South A Street
Oxnard, California, 93030
Attention: Danielle Jefferson
Phone: 805.385.1501, x2175
Fax: 805.385.1509

To Consultant: Educational Professionals of Central California, LLC
1398 W. Indianapolis Ave., #101
Fresno, CA 93705
Attn: Raul Tejada, M.A., P.P.S., L.E.P.
Phone: (559) 666.3830
Email: ieeedpros@gmail.com

Notice shall be deemed effective on the date personally delivered or transmitted by facsimile (provided confirmation of successful facsimile transmission shall be retained) or, if mailed, three (3) days after deposit of the same in the custody of the United States Postal Service.

24. **Excusable Delays.** Consultant shall not be liable for damages, including liquidated damages, if any, caused by delay in performance or failure to perform due to causes beyond the control of Consultant. Such causes include, but are not limited to, acts of God, acts of the public enemy, acts of federal, state or local governments, acts of District, court orders, fires, floods, epidemics, strikes, embargoes, and unusually severe weather. The term and price of this Agreement shall be equitably adjusted for any delays due to such causes.

25. **Authority to Execute.** The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she/they has/have the authority to so execute this Agreement and to bind Consultant to the performance of its obligations hereunder.

26. **Administration.** DANIELLE JEFFERSON shall be in charge of administering this Agreement on behalf of the District. The Director of Purchasing has completed **Exhibit D** "Conflict of Interest Check" attached hereto.

27. **Binding Effect.** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.
28. **Entire Agreement.** This Agreement and the exhibits and documents incorporated herein constitute the entire agreement and understanding between the parties in connection with the matters covered herein.
29. **Amendment.** No amendment to or modification of this Agreement shall be valid or binding unless made in writing by the Consultant and by the District. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
30. **Waiver.** Waiver by any party to this Agreement of any term, condition, or covenant of this Agreement shall not constitute a waiver of any other term, condition, or covenant. Waiver by any party of any breach of the provisions of this Agreement shall not constitute a waiver of any other provision or a waiver of any subsequent breach or violation of any provision of this Agreement. Acceptance by District of any work or services by Consultant shall not constitute a waiver of any of the provisions of this Agreement.
31. **Governing Law.** This Agreement shall be interpreted, construed and governed according to the laws of the State of California. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Ventura, California.
32. **Arbitration.** Any dispute arising out of the performance of this Agreement shall be resolved by binding arbitration in accordance with rules and procedures of the American Arbitration Association.
33. **Severability.** If any term, condition or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the District and Consultant have executed and delivered this agreement for consultant services as of the date first written above.

OXNARD SCHOOL DISTRICT:

EDUCATIONAL PROFESSIONALS OF CENTRAL CALIFORNIA, LLC:

Signature

Signature

Lisa A. Franz, Director, Purchasing

Typed Name/Title

Typed Name/Title

Date

Date

Tax Identification Number: 95-6002318

Tax Identification Number: _____

- Not Project Related
- Project #22-209

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #22-209

SERVICES

I. Consultant will perform the following Services under the Captioned Agreement:

***PER ATTACHED RATE SHEET**

II. As part of the Services, Consultant will prepare and deliver the following tangible work products to the District:

***PER ATTACHED RATE SHEET**

III. During performance of the Services, Consultant will keep the District appraised of the status of performance by delivering the following status reports under the indicated schedule:

STATUS REPORT FOR ACTIVITY:	DUE DATE
A. N/A	
B. N/A	
C. N/A	
D. N/A	

V. Consultant will utilize the following personnel to accomplish the Services:

- None.
- See attached list.

VI. Consultant will utilize the following subcontractors to accomplish the Services (check one):

- None.
- See attached list.

VII. AMENDMENT

The Scope of Services, including services, work product, and personnel, are subject to change by mutual Agreement. In the absence of mutual Agreement regarding the need to change any aspects of performance, Consultant shall comply with the Scope of Services as indicated above

- Not Project Related
- Project #22-209

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #22-209

COMPENSATION

I. Consultant shall use the following rates of pay in the performance of the Services:

Total compensation shall not exceed Fifteen Thousand Dollars and Zero Cents (\$15,000.00), per attached Proposal/Rate Sheet, unless additional compensation is approved in writing by the District.

II. Consultant may utilize subcontractors as indicated in this Agreement. The hourly rate for any subcontractor is not to exceed \$ N/A per hour without written authorization from the District Superintendent or his designee.

III. The District will compensate Consultant for the Services performed upon submission of a valid invoice. Each invoice is to include:

- A. Line items for all personnel describing the work performed, the number of hours worked, and the Hourly or flat rate.
- B. Line items for all supplies properly charged to the Services.
- C. Line items for all travel properly charged to the Services.
- D. Line items for all equipment properly charged to the Services.
- E. Line items for all materials properly charged to the Services.
- F. Line items for all subcontractor labor, supplies, equipment, materials, and travel properly charged to the Services.

IV. The total compensation for the Services shall not exceed \$15,000.00, as provided in Section 4 of this Agreement.

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #22-209

INSURANCE

I. **Insurance Requirements.** Consultant shall provide and maintain insurance, acceptable to the District Superintendent or District Counsel, in full force and effect throughout the term of this Agreement, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Consultant, its agents, representatives or employees. Insurance is to be placed with insurers authorized to conduct business in the State of California and with a current A.M. Best's rating of no less than A, as rated by the Current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Consultant shall provide the following scope and limits of insurance:

A. **Minimum Scope of Insurance.** Coverage shall be at least as broad as:

(1) Commercial General Liability coverage of not less than two million dollars (\$2,000,000) Aggregate and one million dollars (\$1,000,000) per occurrence.

(2) Auto liability insurance with limits of not less than one million dollars (\$1,000,000).

(3) Insurance coverage should include:

1. owned, non-owned and hired vehicles;
2. blanket contractual;
3. broad form property damage;
4. products/completed operations; and
5. personal injury.

(4) Workers' Compensation insurance as required by the laws of the State of California.

(5) Abuse and Molestation coverage of not less than two million dollars (\$2,000,000) per occurrence and five million dollars (\$5,000,000) Aggregate.

(6) Professional liability (Errors and Omissions) insurance, including contractual liability, as appropriate to the Consultant's profession, in an amount of not less than the following:

Accountants, Attorneys, Education Consultants, Nurses, Therapists	\$1,000,000
Architects	\$1,000,000 or \$2,000,000
Physicians and Medical Corporations	\$5,000,000

Failure to maintain professional liability insurance is a material breach of this Agreement and grounds for immediate termination

II. **Other Provisions.** Insurance policies required by this Agreement shall contain the following provisions:

Not Project Related

Project #22-209

A. All Policies. Each insurance policy required by this Agreement shall be endorsed and state the coverage shall not be suspended, voided, cancelled by the insurer or either party to this Agreement, reduced in coverage or in limits except after 30 days' prior written notice by Certified mail, return receipt requested, has been given to District

B. General Liability, Automobile Liability, and Abuse/Molestation Coverages.

(1) District, and its respective elected and appointed officers, officials, employees and volunteers are to be covered as additional insureds (collectively, "additional insureds") as respects the following: liability arising out of activities Consultant performs; products and completed operations of Consultant; premises owned, occupied or used by Consultant ; automobiles owned, leased, hired or borrowed by Consultant, and Abuse/Molestation. The coverage shall contain no special limitations on the scope of protection afforded to additional insureds.

(2) Each policy shall state that the coverage provided is primary and any insurance carried by any additional insured is in excess to and non-contributory with Consultant's insurance.

(3) Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(4) Any failure to comply with the reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to any additional insured.

III. Other Requirements. Consultant agrees to deposit with District, at or before the effective date of this contract, certificates of insurance necessary to satisfy District that the insurance provisions of this contract have been complied with. The District may require that Consultant furnish District with copies of original endorsements effecting coverage required by this Section. The certificates and endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. District reserves the right to inspect complete, certified copies of all required insurance policies, at any time.

A. If any Services are performed by subcontractor, Consultant shall furnish certificates and endorsements from each subcontractor identical to those Consultant provides.

B. Any deductibles or self-insured retentions must be declared to and approved by District. At the option of District, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects District or its respective elected or appointed officers, officials, employees and volunteers or the Consultant shall procure a bond guaranteeing payment of losses and related investigations, claim administration, defense expenses and claims.

C. The procuring of any required policy or policies of insurance shall not be construed to limit Consultant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.

- Not Project Related
- Project #22-209

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #22-209

CONFLICT OF INTEREST CHECK

Bylaws of the Board 9270(BB)E requires that the Superintendent or a designee make a determination, on a case by case basis, concerning whether disclosure will be required from a consultant to comply with the District's Conflict of Interest Code (commencing with Bylaws of the Board 9270 BB).

Consultant's are required to file disclosures when, pursuant to a contract with the District, the Consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

The services to be performed by Consultant under the Agreement to which this Exhibit D is attached constitute do not constitute governmental decisions or staff services within the meaning of the Conflict of Interest Code. Therefore, the Consultant, **EDUCATIONAL PROFESSIONALS OF CENTRAL CALIFORNIA, LLC**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____
Lisa A. Franz
Director, Purchasing



Independent Educational Evaluation Cost List

Assessment/Evaluation	Cost**
Full Psycho-Educational Assessment (IQ, Ach., Processing, Adapt.)	\$6500
Academic Achievement Assessment (Ach)	\$1750
Adaptive Behavior Assessment (Adapt)	\$1750
Intellectual Assessment (IQ)	\$1750
Processing Areas (attention, auditory, phonological, visual, motor, cognitive)	\$1750
Behavioral Assessments/Services	Cost**
Assessment-Educationally Related Mental Health Services Evaluation (ERMS Assessment; Soc./Emo.)	\$2000
Social Emotional Assessment	\$1400
ERMHS Assessment	\$900
Behavior Support Plans (P-BIP)	\$1100
Functional Analysis Assessment (FAA)	\$1550
Functional Behavior Assessment (FBA) W/Psych Ed	\$2500
Stand Alone FBA	\$3000

IEE Evaluators meet qualifications as specified in California Education Code. (E.C. 56320(b)(3); E.C. 56329). All assessments will be conducted in accordance with all the requirement of state and federal law. IEE Assessments will be completed by a Licensed Educational Psychologist. The practitioner shall also hold a valid and current Pupil Personnel Services Credential as a School Psychologist.

As part of the contracted evaluation and in order to be paid or reimbursed, Qualified Examiners shall:

- I. Perform an assessment and develop a report that complies with California Educational Code §§56320and 56327 detailing the requirements of assessments and reports;
- II. Provide protocols of all the assessments;
- III. Provide a written report to District and parent 5 days prior to the IEP team meeting;
- IV. Attend either in-person, virtually, or by phone the IEP meeting in which the IEE report is reviewed.

**Cost shall be comparable to those costs that the district incurs when it uses its own employees or contractor to perform a similar assessment.

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: February 15, 2023

Agenda Section: Section D: Action Items

Approval of the Comprehensive Safe School Plans 2022-2023 - 21 Sites (DeGenna/Nocero)

It is the policy of the State Board of Education that every child that attends a public school has the right to attend a safe school. (Constitution of the State of California, Article I, Section 28(c), California Education Code Section 32280 requires that all schools have a Comprehensive School Safety Plan, which includes crisis response (SB 187 Hughes) The State Board believes that students cannot benefit fully from an educational program unless they attend school regularly in an environment that is free from physical and psychological harm.

All school sites completed their Comprehensive School Safety Plans in consultation with school staff, parents, law enforcement, and community stakeholders, including the School Site council. CA Education Code 32286 requires that the local Board of Education approve Comprehensive School Safety Plans for each school site by March 1 yearly.

FISCAL IMPACT:

Each school site has developed actions and services within its Single Plan for Student Achievement that addresses the financial impact of ensuring that schools have a safe and orderly environment conducive to learning (OSD LCAP Goal #2).

RECOMMENDATION:

It is the recommendation of the Associate Superintendent of Educational Services and the Director of Pupil Services that the Board approves the Comprehensive Safe School Plans 2022-2023 for all 21 elementary and middle schools.

ADDITIONAL MATERIALS:

Attached: [Comprehensive Safe School Plan PowerPoint Presentation- Board \(10 pgs\).pdf](#)
[2022-2023 Brekke Safety Plan \(27 pgs\).pdf](#)
[2022-2023 Chavez Safety Plan \(29 pgs\).pdf](#)
[2022-2023 Curren Safety Plan \(30 pgs\).pdf](#)
[2022-2023 Driffill Safety Plan \(32 pgs\).pdf](#)
[2022-2023 Elm Safety Plan \(30 pgs\).pdf](#)
[2022-2023 Frank Safety Plan \(28 pgs\).pdf](#)
[2022-2023 Fremont Safety Plan \(26 pgs\).pdf](#)
[2022-2023 Harrington Safety Plan \(26 pgs\).pdf](#)
[2022-2023 Kamala Safety Plan \(27 pgs\).pdf](#)
[2022-2023 Lemonwood Safety Plan \(30 pgs\).pdf](#)
[2022-2023 Lopez Safety Plan \(31 pgs\).pdf](#)

2022-2023 Marina West Safety Plan (27 pgs).pdf
2022-2023 Marshall Safety Plan (32 pgs).pdf
2022-2023 McAuliffe Safety Plan (29 pgs).pdf
2022-2023 McKinna Safety Plan (29 pgs).pdf
2022-2023 Ramona Safety Plan (30 pgs).pdf
2022-2023 Ritchen Safety Plan (25 pgs).pdf
2022-2023 Rose_Avenue Safety Plan (36 pgs).pdf
2022-2023 San Miguel Preschool Safety Plan (23 pgs).pdf
2022-2023 Sierra_Linda Safety Plan (26 pgs).pdf
2022-2023 Soria Safety Plan (33 pgs).pdf

Comprehensive School Safety Plans (CSSP)

Oxnard School District Board Meeting February 15, 2023



OSD Student Profile
Oxnard School District students will be promoted from our schools with the following traits:

- Innovator:** Students will be creative writers, processors of media and technological information, able to think, design, and apply new knowledge in a variety of contexts.
- Problem Solver:** Students will be confident and self-empowered, able to demonstrate a growth mindset and advocate for themselves and for others.
- Active Learner:** Students will be able to demonstrate their knowledge on local and state measures in all academic areas.
- Critical Thinker:** Students will be compassionate, multi-cultural and critically able to understand and to convey pride in their roots, heritage, and history.
- Collaborator:** Students will be collaborative learners, able to communicate and learn through and with others.
- Digital Learner:** Students will be technology-ally, critical, culturally, and scientifically prepared to succeed and to lead.
- Excels in the Future:** Students will be high school, college, and career ready.

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Oxnard School District Empowering All Children to Achieve Excellence

What is the Comprehensive Safe School Plan?

- Children in California are guaranteed the “right to attend public schools that are safe, secure and peaceful.” as outlined in the California State Constitution.
- California *Education Code (EC)* Section 32281 (a) requires that we develop a Comprehensive Safe School Plan (CSSP) to address campus risks, prepare for emergencies, and create a safe, secure learning environment for students and school personnel.
- CSSPs include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on the school campus and aspects of social, emotional, and physical safety for both youth and adults.

Comprehensive School Safety Plans

- CA Education Code 32286 requires that the local Board of Education approve Comprehensive School Safety Plans for each school site annually.
- All school sites completed their Comprehensive School Safety Plans in consultation with school staff, parents, law enforcement, and community stakeholders, including School Site Council.

The CSSP and the OSD Student Profile

OSD Student Profile

Oxnard School District students will be promoted from our schools with the following traits:

Innovator

Students will be creative writers, successful readers and mathematical thinkers; able to create, design, and apply new knowledge in a variety of contexts.

Problem Solver

Students will be confident and solution oriented; able to demonstrate a growth mindset and advocate for themselves and for others.

Achiever

Students will be able to demonstrate their knowledge on local and state measures in all academic areas.

Global Thinker

Students will be compassionate, multilingual, and inclusive; able to understand and to convey pride in their identity, heritage, and history.

Collaborator

Students will be collaborative learners; able to communicate and learn through and with others.

Digital Learner

Students will be technologically, artistically, academically and linguistically prepared to succeed and to lead.

Focused on the Future

Students will be high school, college, and career ready; challenged to select rigorous courses and equipped with the tools, knowledge, and skills to be prepared for the future.



Oxnard School District

Empowering All Children
to Achieve Excellence

Components of a CSSP

- (A) Child Abuse Reporting Procedures
- (B) Disaster Procedures
- (C) School Suspensions, Expulsion and
Mandatory Expulsion Guidelines
- (D) Procedures to Notify Teachers of Dangerous Pupils
- (E) Sexual Harassment Policies

Components of a CSSP

(F) Dress Code Relating to Gang-Related Apparel

*(G) Procedure for Safe Ingress and Egress of
Pupils, Parents, and Staff to and from School*

*(H) A Safe and Orderly Environment Conducive to
Learning*

(I) School Discipline Rules and Consequences

(J) Hate Crime Reporting Procedures and Policies

Comprehensive School Safety Plans

Each CSSP contains appendices which include:

- Disaster Response Procedures
- Emergency Telephone Numbers
- Incident Command System (ICS)
- Evacuation Map(s)



Comprehensive School Safety Plans

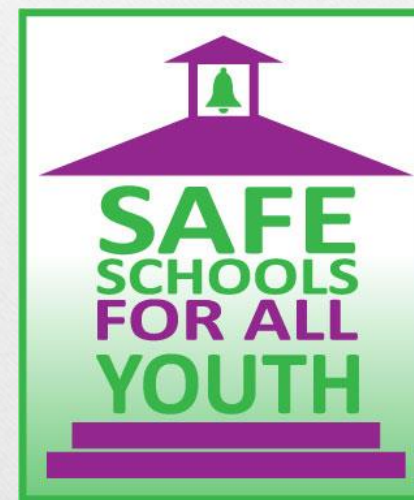
Dangerous Intruder on Campus

- Each school has procedures in the event of a dangerous intruder on or near campus.
- Each site in coordination with the Oxnard Police Department conducts Lockdown Drills on a regular basis.
- The plan for dangerous intruders is not included in the plan that is available for public review in order to protect our staff and students.

Comprehensive School Safety Plans

In Summary:

- *Comprehensive*
 - *Campus security*
 - *Safe and positive environment*
 - *Disaster preparedness*
- *COVID Circumstances*
- *Prevention / Intervention / Response*
- *English / Spanish*



Comprehensive School Safety Plans

Recommendation:

Approval of Comprehensive School Safety Plans.


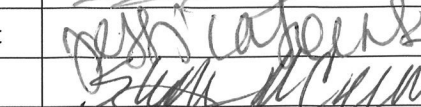
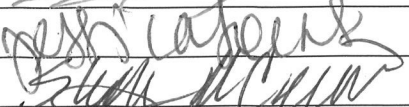
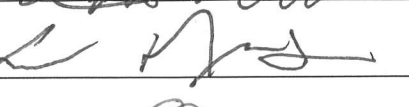
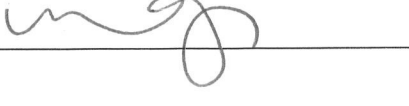
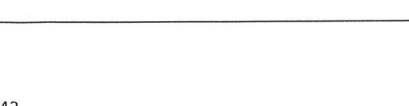


Comprehensive School Safety Plan SB 187 Compliance Document

2022-2023 School Year

School: Norman R. Brekke Elementary School
CDS Code: 56725386114029
District: Oxnard School District
Address: 1400 Martin Luther King Jr. Drive
 Oxnard, CA 93030
Date of Adoption: November 14, 2022
Date of Review: -with Staff
 November 29, 2022
 -with Law Enforcement
 January 31, 2023
 -with Fire Authority
 January 31, 2023

Reviewed by:

Name	Title	Signature	Date
	Police Department Representative		
Tammy Smith	Principal		12-2-22
Marcella Flores	Office Manager		12-2-22
Jessica Joens	School Site Council Parent		12-2-22
Stephen Carrier	Teacher		12-2-22
Traci Martinez	School Site Council Chairperson		12-2-22
Natalia Garcia	After-School Program Site Coordinator		12/2/22
Scott Brewer	Fire Department Representative		

(2)

Comprehensive School Safety Plan SB 187 Compliance Document

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 January 31, 2023

Reviewed by:

Name	Title	Signature	Date
Luis Mc ARTURO	Police Department Representative	<i>Luis Mc Arturo</i>	1/16/23
Tammy Smith	Principal		
Marcella Flores	Office Manager		
Jessica Joens	School Site Council Parent		
Stephen Carrier	Teacher		
Traci Martinez	School Site Council Chairperson		
Natalia Garcia	After-School Program Site Coordinator		
Scott Brewer	Fire Department Representative	<i>S Brewer</i>	1/30/23

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Senate Bill 187: Comprehensive School Safety Plan Purpose

Effective January 1, 2019, Assembly Bill 1747 (Rodriguez), School Safety Plans, became law. This bill requires that during the writing and development of the comprehensive school safety plan (CSSP), the school site council or safety committee consult with a fire department and other first responder entities in addition to currently required entities. It requires the CSSP and any updates made to the plan to be shared with the law enforcement agency, the fire department, and the other first responder entities.

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

- Assessment of school crime committed on school campuses and at school-related functions
- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy (electronic or paper) of the Comprehensive School Safety Plan is provided yearly to the following:

- School staff
- Parents
- After-school program staff
- Oxnard Police Department
- Oxnard Fire Department
- Early Childhood Education staff
- Volunteer Coaches

A copy of the Comprehensive School Safety Plan is available for review online at www.oxnardsd.org or in the Norman R. Brekke Elementary School's office.

COVID-19 PANDEMIC INFORMATION FOR 2022 – 2023 SCHOOL YEAR

For the most up-to-date information concerning our COVID-19 protocols, feel free to visit the following websites:

Oxnard School District @ www.oxnardsd.org

Ventura County Department of Public Health @ www.vhca.org
Center for Disease Control and Prevention @ www.cdc.gov

Safety Plan Vision

The mission of Brekke School, in conjunction with the Oxnard School District, is to ensure a learning environment that is physically and emotionally safe for the school community.

Components of the Comprehensive School Safety Plan (EC 32281)

Norman R. Brekke Elementary School Safety Committee

Tammy Smith (Principal), Jessica Joens (School Site Council Parent), Marcella Flores (Office Manager), (Police Dept. Representative), Stephen Carrier (Teacher - 5th grade), John Avalos (Lead Custodian), (Fire Dept. Representative), and Traci Martinez (School Site Council Chair), Ashleigh Arias (school counselor), Natalia Garcia (ASP Coordinator)

Assessment of School Safety

Our school community has the right to a safe and secure campus where they are free from physical and psychological harm. School administration and staff are committed to maximizing school safety, creating a positive learning environment that teaches strategies for violence prevention and emphasizes high expectations for student conduct, responsible behavior, and respect for others.

In order to ensure that students engage in safe behavior, the school instituted the "Dolphin Pride" program which is predicated on the school's Guidelines for Success "The Brekke B's" - Be Safe, Be Responsible, Be Respectful and the CHAMPS positive behavior support program. Students are expected to follow these Guidelines and teachers and staff reinforce them in their classrooms and common areas. We encourage positive behavior plans and award students with dolphin dollars when they are "caught" exhibiting one of The Brekke B's. CHAMPS Posters are posted throughout the school and outline the expected behaviors in different school locations (classrooms, hallways, cafeteria, etc.). Consequences are given when the expectations are not adhered to. Students are reminded of what safe, responsible, and respectful actions are when they engage in behavior that does not follow the Brekke B's.

The information about the behavior expectations, discipline and consequences is shared with all stakeholders during parent meetings such as ELAC, SSC, PTA and Title I meetings; and during parent teacher conferences.

The Risk Management Department from the District conducts a Safety Inspection of each campus each year. A report is submitted, and necessary changes are made by either school personnel or district personnel.

The Lead Custodian and the Principal conduct a monthly safety inspection and submit reports to the District Office. Any safety issues are reported by staff to the administration as they are noticed and are handled by the Lead Custodian or through work orders to the district office. Minor changes (such as repairs) are made immediately. Major changes which may need input from more stakeholders go through a process of involving the school's staff and any relevant parent groups. Once the input has been obtained, a system of communication goes into effect to make sure all stakeholders are made aware of the changes.

An annual inventory of Emergency equipment is conducted and supplies are replaced as needed, including emergency buckets and emergency classroom backpacks. The Emergency Operations Plan (EOP) is updated and first aid supplies and search and rescue plans are in place. Staff is trained in the Emergency Operations Plan/School Safety Plan.

In addition, the Principal plans lock-down drills, fire and earthquake drills to prepare staff and students in the event of a real situation where one of these strategies would be put into effect while school is in session. The Oxnard Police Department is present when we conduct our annual school-wide evacuation drill.

To ensure student safety during drop off and pick up times, the parking lot is closed to through traffic. Campus supervisors have been trained to cross students at designated crosswalks during these times. Adults who are not employees are not allowed on campus at any time without first checking in at the office, signing in and obtaining a visitor's badge. Additionally, all visitors and volunteers are asked to show a picture ID when signing in at the office. All perspective volunteers are screened through the District before being approved to volunteer at the school site. Any adult on campus without a visitor /volunteer badge is directed to the office where they can sign in. Any parent/guardian who picks up a student early from school or comes for a late pick up is also required to show a picture ID when signing out the student(s). This information is communicated to parents at the beginning of the school year in the Parent Handbook.

Site administration, as well as the PBIS Team, collected and analyzed data from office referrals, attendance rates, student suspensions, and the Panorama survey to inform the development of the Site Safety Plan and to improve school-wide systems and practices for student safety.

The Safety Committee reviewed and discussed procedures to be followed by staff and students during emergencies.

The Oxnard Traffic Police are called periodically to observe the traffic patterns during arrival and dismissal in order to ensure that drivers are obeying traffic laws. Administration communicates with the community via meetings, letters, and the connect-ed phone messaging system regarding reminders for safety and traffic regulations.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

The following strategies and programs are consistent with California educational code 32281 and reflect the school's commitment to safety within the following areas:

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

At Brekke, all staff is trained on Child Abuse Reporting Procedures each year.

GENERAL

As stated in the Board Policy (BP 5141.4), "District employees shall report known or suspected incidence of child abuse in accordance with district regulations and state law. Employees shall fully cooperate with the child protective agencies responsible for reporting, investigating and prosecuting cases of child abuse."

When an employee suspects child abuse, the employee shall immediately meet and discuss the situation with a school counselor or an administrator. Information will be noted (name of person making report, name of child, present location of child, nature and extent of injury, and all other pertinent information.) At that time the counselor or administrator will assist the employee in making a call to Children and Family Services (654-3200) or the local Police Department (Oxnard 385-7600, Sheriff's Dept. 654-2311). The counselor or administrator will make note of time, date and name of official contacted. The employee will then complete and mail the required written report to the local Children and Family services agency. The counselor or assistant principal will notify the principal.

Employees (mandated reporters) have absolute immunity and are not liable for filing a required report. If a mandated reporter does not wish to disclose his/her identity to a district administrator, he/she shall at least provide or mail a copy of the written report to the district without his/her signature or name after making the required call to Children and Family Services or appropriate law enforcement agency. Mandated reports of sexual activity must be reported to either the Department of Children and Family Services (DCFS) or to the appropriate police jurisdiction. This information will then be cross-reported to the other legal agency.

School manager either mails or faxes over the completed abuse form to CFS within 36 hours of the report. School office manager gives a copy to principal and to the Oxnard School District Superintendent.

SEXUAL ACTIVITY

Child abuse laws change from time to time. Should you suspect that a student is engaged in unlawful sexual activity, please consult with the school social worker and campus officer to determine if particular provisions under this section are current and in effect.

- a. Involuntary sexual activity is always reportable.
- b. Incest, even if voluntary, is always reportable. Incest is a marriage or act of intercourse between parents and children; ancestors and descendants of every degree; brothers and sisters of half and whole blood and uncles and nieces or aunts and nephews. (Family Code §2200).
- c. Voluntary Sexual Activity may or may not be reportable. Even if the behavior is voluntary, there are circumstances where the behavior is abusive, either by Penal Code definition or because of an exploitative relationship, then this behavior must be reported. If there is reasonable suspicion of sexual abuse prior to the consensual activity, the abuse must be reported.

Reportable Sexual Activity if a Child is 14 Years of Age and:

- a. Partner is younger than 14 years old, but there is a disparity in chronological or maturational age or indications of intimidation, coercion or bribery or other indications of an exploitative relationship.
- b. Partner is 14 years or older lewd & lascivious acts committed by a partner of any age partner is alleged spouse and over 14 years of age.

Reportable Sexual Activity if the Child is 14 or 15 years and:

- a. There is unlawful sexual intercourse with a partner older than 14 but less than 21 years of age and there is no indication of abuse or evidence of an exploitative relationship. There is unlawful sexual intercourse with a partner older than 21 years
- b. There is lewd and lascivious acts committed by a partner more than 10 years older than the child is.
- c. The partner is the alleged spouse and over 21 years of age

Reportable Sexual Activity if the Child is 16 or 17 years and:

- a. The partner is less than 14 years of age
- b. There is unlawful sexual intercourse with a partner older than 14 and there is evidence of an exploitative relationship
- c. The partner is the alleged spouse and there is evidence of an exploitative relationship

Reportable Sexual Activity if the Child is under 18 years:

- a. Sodomy, oral copulation, penetration of a genital or anal opening by a foreign object, even if consensual, with a partner of any age.

Not Reportable Sexual Activity:

- a. Child is 14 years or younger and partner is younger than 14 years and of similar age or maturational age. Sexual behavior is voluntary and consensual. There are no indications of intimidation, coercion, bribery, or other indications of an exploitative relationship.
- b. Unlawful sexual intercourse of a child 14 to 15-years old with a partner older than 14 and less than 21 years of age and there is no indication of abuse or evidence of an exploitative relationship.
- c. Unlawful sexual intercourse with a child 16 or 17 years with a partner older than 14 and there is no indication of an exploitative relationship.

Mandated reports of sexual activity must be reported to either the Department of Children and Family Services (DCFS) or to the appropriate police jurisdiction. This information will then be cross-reported to the other legal agency.

STAFF TRAINING

All Oxnard School District staff who work with students are trained annually in regard to child abuse. New employees are trained upon being hired. Employees receive training on their legal obligation under law regarding mandated reporting. Employees also receive training to recognize signs and symptoms of child abuse.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

GENERAL

This Plan addresses the Oxnard School District's responsibilities in emergencies associated with natural disaster, human-caused emergencies and technological incidents. It provides a framework for coordination of response and recovery efforts within the District in coordination and with local, State, and Federal agencies. The Plan establishes an emergency organization to direct and control operations at all sites during a period of emergency by assigning responsibilities to specific personnel. This Plan:

- Conforms to the Federally mandated National Incident Management System (NIMS), State mandated Standardized Emergency Management System (SEMS) and effectively restructures emergency response at all levels in compliance with the Incident Command System (ICS).
- Establishes response policies and procedures, providing Oxnard School District clear guidance for planning purposes.
- Describes and details procedural steps necessary to protect lives and property.
- Outlines coordination requirements.
- Provides a basis for unified training and response exercises to ensure compliance.

OBJECTIVES

- Protect the safety and welfare of students, employees and staff.
- Provide for a safe and coordinated response to emergencies.
- Protect the District's facilities and properties.
- Enable the District to restore normal conditions with minimal confusion in the shortest time possible.
- Provide for interface and coordination between sites and the District Emergency Operations Center (EOC).
- Provide for interface and coordination between sites and the County or city EOC in which they reside.
- Provide for the orderly conversion of pre-designated District sites to American Red Cross shelters, when necessary.

Schools are required by both federal statute and state regulation to be available for shelters following a disaster. The American Red Cross (ARC) has access to schools in damaged areas to set up their mass care facilities, and local governments have a right to use schools for the same purposes. This requires close cooperation between school officials and ARC or local government Representatives, and should be planned and arranged for in advance.

In an Emergency Building Evacuation, all employees will:

- Upon emergency alert, secure work area and depart/report to assigned area.
- Perform duties as pre-assigned by the Principal in cooperation with emergency services personnel.
- DO NOT re-enter the building without permission or request of emergency service authorities.
- Remain in the general assembly areas and calm students if not assigned another duty.
- When signaled to re-enter safe areas of the school, quickly do so.
- Upon safe re-entry, report anything amiss to the Operations Chief.

In an Emergency Building Evacuation, teachers will also:

- Upon alert, assemble students for evacuation using designated routes and account for all students.
- Secure room.
- If possible, leave a note on the door advising where the class evacuated to if other than the standard assembly area.
- Upon arrival at the assembly area, account for all students.
- Secure medical treatment for injured students.
- Report any students missing or left behind because of serious injuries.
- Stay with and calm students.
- If signaled to re-enter school, assure students do so quickly and calmly.
- Account for all students.
- Check room and report anything amiss to the Team Leader and/or Operations Chief.
- Debrief students to calm fears about the evacuation.

In an Emergency Campus Evacuation:

If it is necessary to evacuate the entire campus to another school or relief center, the Principal will:

- Notify the Superintendent of the Campus Evacuation.
- Cooperate with emergency authorities in enlisting students/staff with cars to help transport evacuees.
- Direct the evacuation, assure all students/staff are accounted for as they depart and arrive.

Dismissal of students from the school shall be governed by the emergency procedures outlined in this procedure guide and consistent with the Initial Response System. However, this policy does not preclude the exercise of professional judgment by an administrator when the circumstances of the situation indicate dismissal to be in the best interest of the student.

- Each teacher MUST KEEP THE REGISTER OR ENROLLMENT SHEET OF PUPILS READILY AVAILABLE AT ALL TIMES. The teacher will remain with students until directed otherwise.
- In the absence of orders from the superintendent, each school principal is authorized and directed to implement plans as described herein or take such other action as may be necessary to save lives and mitigate the effects of disasters.
- During an emergency period or condition created by disaster, occurrence students may only be released to parent, guardian or other adult specified on the Emergency Data Card. THERE SHALL BE NO EXCEPTIONS TO THIS POLICY.

Emergency Announcements will be provided on the following radio stations:

AM Radio Stations:

KTNQ-AM 1020 "Univision America" Spanish

KNX-AM 1070 "KNX 1070 Newsradio"

KUNX-AM 1400 "La Super X" Spanish

KKZZ-AM 1520 "La Voz" Spanish

KVTA- AM 1590 "Ventura's Talk Authority"

FM Radio Stations:

KCRU-FM 89.1 "Public Radio for Southern California"
KIND-FM 94.1 "Radio Indigena 94.1" Spanish / Mixteco
KXLM-FM 102.9 "Radio Lazer 102.9 FM" Spanish

CALIFORNIA EMERGENCY SERVICES ACT (CHAPTER 7, DIVISION 1, TITLE 2, CALIFORNIA GOVERNMENT CODE)

The Act provides the basic authorities for conducting emergency operations following a proclamation of Local Emergency, State of Emergency, or State of War Emergency by the Governor and/or appropriate local authorities, consistent with the provisions of this Act.

CALIFORNIA GOVERNMENT CODE, SECTION 3100, TITLE 1, DIVISION 4, CHAPTER 4.

States that public employees are disaster service workers, subject to such disaster service activities as may be assigned to them by their superiors or by law. The term "public employees" includes all persons employed by the state or any county, city, city and county, state agency or public district, excluding aliens legally employed.

The law applies to public school employees in the following cases:

- When a local emergency is proclaimed.
- When a state of emergency is proclaimed.
- When a federal disaster declaration is made.

The law has two ramifications for School District employees:

1. It is likely that public school employees are pressed into service as Disaster Service Workers by their superiors, and may be asked to do jobs other than their usual duties for periods exceeding their normal working hours.
2. When pressed into disaster service, employees' Workers' Compensation Coverage becomes the responsibility of state government (OES), but their overtime pay is paid by the school. These circumstances apply only when a local or state emergency is declared. States that (the Governor's Office of Emergency Services has stated) inadequately trained school staff render school officials potentially liable for acts committed or omitted by school staff acting within the scope of their training during or after a disaster. (Sub Sections 835-840.6). It requires that school districts be prepared to respond to emergencies using SEMS. (Section 8607, the Petris Bill).

CALIFORNIA CIVIL CODE, CHAPTER 9, SECTION 1799.102

It provides for "Good Samaritan Liability" for those providing emergency care at the scene of an emergency. ("No person, who, in good faith and not for compensation, renders emergency care at the scene of an emergency, shall be liable for any civil damages resulting from any act or omission. The scene of an emergency shall not include emergency departments and other places where medical care is usually offered.")

PUBLIC AGENCY USE OF SCHOOL BUILDINGS FOR EMERGENCY SHELTERS

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

AFTER SCHOOL PROGRAM

The after-school program staff is trained annually in regard to disaster response. The District maintains a full-time After School Program Manager, who oversees safety training and disaster preparedness for the program. The After School Program Manager ensures that the following safety components are addressed within the after-school program environment:

- Elements of a safe and orderly environment
- Emergency evacuation procedures
- Student release procedures
- Incident Command Team responsibilities
- Child abuse reporting
- Rules, expectations and consequences
- Non-discrimination and harassment reporting

TRAINING

All staff are trained annually in regard to disaster procedures within the Comprehensive School Safety Plan and the District's Emergency Operations Plan. The school conducts monthly safety drills for fire and earthquake. The school also conducts a lockdown security drill at a minimum of once yearly within the first month of school under the direction of the School Resource Officer.

FOR DISASTER PLAN PROTOCOLS AND PROCEDURES (SEE APPENDICES).

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

The following are the District's Policies for Suspension and Expulsion

The Oxnard School District Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5)

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to himself/herself or others. (Education Code 48915)

The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be specified in administrative regulation.

Suspended or expelled students shall be excluded from all school-related extracurricular activities during the suspension or expulsion.

STUDENT DUE PROCESS

The board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in administrative regulation and law. (Education Code 48911, 48915, 48915.5)

ALTERNATIVES TO SUSPENSION / OPTIONS

All schools within the Oxnard School District may establish a suspension program, which involves progressive discipline during the school day on campus, conferences, detention, student study team, referral to support services staff and/or other resources including District.

REQUIRED PARENTAL ATTENDANCE

The teacher of the class from which the student was suspended may require the parent/caregiver to attend a portion of a school day in the classroom in coordination with the principal and in accordance with all related policies/regulations for implementing this school suspension option.

DEFINITIONS

Suspension from school means removal of a student from ongoing instruction for adjustment purposes.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision of school personnel.

NOTICE OF REGULATIONS

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Education Code 35291.5, 48900.1, 48980)

Notification shall include information about the availability of individual school rules and all district policies and regulations pertaining to student discipline. (Education Code 35291)

GROUNDINGS FOR SUSPENSION AND EXPULSION

Students may be subject to suspension or expulsion for committing any of the acts listed below:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
(2) Willfully used force or violence upon the person of another, except in self-defense.
 - b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
 - c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
 - d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
 - e) Committed or attempted to commit robbery or extortion.
 - f) Caused or attempted to cause damage to school property or private property.
 - g) Stole or attempted to steal school property or private property.
 - h) Possessed or used tobacco, or tobacco products.
 - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - l) Knowingly received stolen school property or private property.
 - m) Possessed an imitation firearm.
 - n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - r) Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:
 - (1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:
 - (A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
 - (B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
 - (C) Causing a reasonable pupil to experience substantial interference with his or her academic performance.
 - (D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.
 - (2) (A) "Electronic act" means the transmission, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication.
 - (i) A message, text, sound, or image.
 - (ii) A post on a social network Internet Web site including, but not limited to:
 - (I) Posting to or creating a burn page. "Burn page" means an Internet Web site created for the purpose of having one or more of the effects listed in paragraph (1).
 - (II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (III) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 - (B) Notwithstanding paragraph (1) and subparagraph (A), an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
 - (3) "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs
- s) Aided or abetted the infliction or attempted infliction of physical injury.
- E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.
- E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

- E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.
- E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
- E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

MANDATORY RECOMMENDATION FOR EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be in violation of Education Code 48915(a)(1), unless the principal determines that alternative means of correction would address the conduct.

- (a)(1)(A) Causing serious physical injury to another person, except in self-defense.
- (a)(1)(B) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(1)(C) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(1)(D) Robbery or extortion.
- (a)(1)(E) Assault or battery upon any school employee.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be in violation of Education Code 48915(c). Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts, which may involve the possession or sale of narcotics or of a controlled substance, or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION

Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

BULLYING

CALIFORNIA STATE LAW REGARDING BULLYING

Right to Safe Schools. All students and staff of public primary, elementary, junior high, senior high schools, and community colleges, colleges, and universities have the inalienable right to attend campuses which are safe, secure and peaceful.

AB 9 – Seth's Law

Requires schools to establish policies to prevent bullying and to address and be responsive to complaints about bullying.

- Requires school districts to include in its non-discrimination policy a detailed list where discrimination, harassment, intimidation, and bullying are prohibited under existing law—actual or perceived sexual orientation, gender, gender identity expression, race or ethnicity, nationality, religion, disability, or association with a person or group with one or more of these actual or perceived characteristics.
- Requires each school districts non-discrimination policy to describe the district's procedure for addressing discrimination and harassment complaints; and be publicized in places for student and parental access.

- School districts are to strengthen professional development curricula for teachers, school counselors, and administrators with instruction on identifying and stopping discrimination and harassment and creating a school-wide culture of inclusion and respect for differences.

AB 746 - Cyber bullying.

Existing law, the Interagency School Safety Demonstration Act of 1985, defines bullying as one or more acts of sexual harassment, hate violence, or intentional harassment, threats, or intimidation, directed against school district personnel or pupils, committed by a pupil or group of pupils. Under existing law, bullying, including bullying committed by means of an electronic act, as defined, is a ground on which suspension or expulsion may be based. This bill would specify that an electronic act for purposes of the act includes a post on a social network Internet Web site.

AB 1156 – Bullying In Schools

Redefines California anti-bullying law by expanding the definition of bullying and linking it to academic achievement. It will also strengthen policies and procedures to reduce bullying in schools and keep students safe.

- Requires training of school site personnel in the prevention of bullying
- Links bullying to academic achievement
- Gives victims of bullying priority for school transfer, if requested
- Encourages school districts and county offices of education to include policies and procedures on the prevention of bullying in the school safety plan

OXNARD SCHOOL DISTRICT BOARD POLICY 5131.2

Bullying

The Board of Trustees recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

Cyberbullying includes the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Strategies for bullying prevention and intervention shall be developed with involvement of key stakeholders in accordance with law, Board policy, and administrative regulation governing the development of comprehensive safety plans and shall be incorporated into such plans.

Bullying Prevention

To the extent possible, district and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and strategies to establish a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for perpetrators of bullying.

The district may provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies.

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias.

Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When appropriate, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators. He/she also may involve school counselors, mental health counselors, and/or law enforcement.

Complaints Procedures

The Board hereby designates the following position to handle complaints regarding bullying and inquiries regarding the district's bullying policies:

Assistant Superintendent, Human Resources and Support Services
1051 South A Street
Oxnard, CA 93030
(805) 385-1501 ext. 2050

Any student who feels that he/she has been subjected to bullying should immediately contact the Coordinator, the principal, or any other staff member. Any student or school employee who observes an incident of bullying should report the incident to the Coordinator or principal, whether or not the victim files a complaint.

Upon receiving a complaint of bullying, the Coordinator shall immediately investigate the complaint in accordance with site-level complaint procedures specified in AR 1312.3- Uniform Complaint Procedures.

The Superintendent or designee shall ensure that the student handbook clearly describes the district's bullying policy, procedures for filing a complaint regarding bullying, and the resources that are available to students who feel that they have been the victim of bullying. The district's policy may also be posted on the district website or any other location that is easily accessible to students.

When a student is reported to be engaging in bullying off campus, the Assistant Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.

When a student uses a social networking site or service to bully or harass another student, the Assistant Superintendent or designee shall file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

Discipline

Any student who engages in bullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion, in accordance with district policies and regulations. Alternative means of correction will be considered where appropriate, as required by Education Code section 48900.5

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.

- (a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 or Section 48915 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts.

The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.

- (b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.
- (c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision a is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.
- (d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.
- (e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

California Education Code Title V, Section 302: A pupil who goes to school without proper attention having been given to personal cleanliness or neatness of dress, may be sent home to be properly prepared for school, or shall be required to prepare himself for the schoolroom before entering. Students may not wear clothing or hairstyles that will be disruptive to the educational process.

Gang-Related apparel is defined as apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus.

School dress codes are regularly reviewed by the School Site Council and/or School Safety Committee following these board of education policies.

Dress Code Policy

Primary responsibility for student grooming lies with the student and his or her parents; while working closely with school administration. The purpose of the dress standards shall be to ensure a safe and secure environment in which to offer a quality education.

All clothing shall be neat, clean and acceptable in repair and appearance and shall be worn within the bounds of decency and good taste as appropriate for school. Garments shall be sufficient to appropriately conceal undergarments at all times.

- Articles of clothing, which display gang symbols, profanity or products, or slogans, which promote tobacco, alcohol, drugs; materially interfere with schoolwork; create disorder or disrupt the educational process are not allowed. Professional sport team jackets, T-shirts, and hats are also Not permitted at school.
- Metal accessories and jewelry that present a hazard to the health and safety of students are prohibited.
- Tank tops may not be worn without a T-shirt underneath.
- Over-sized clothing is inappropriate and must not create a safety hazard during physical activity. Clothing may be no more than one size larger than the appropriate size. Pants must stay up on hips without the use of a belt and should not cover shoes.
- Beach wear, halter-tops, tube tops, bare midriffs or chest, see through outfits, or off the shoulder blouses or blouses with thin straps are not appropriate or acceptable.
- Walking shorts are permissible and must be at least mid thigh in length. All sports wear type shorts, bike shorts (spandex), frayed shorts, shorts and pants with holes or short-shorts are unacceptable.
- Shorts that stop between mid-calf and knees worn with long white socks are considered gang attire and may not be worn. There must be at least four inches between the top of the socks and bottom of the shorts. Thigh high is not acceptable attire for school.
- Straps must be fastened at all times. Bib overalls must be worn with both straps fastened.
- Tights will be allowed if over garment reaches 4 inches above the knee.
- All students must wear shoes. Strap on tennis shoes need to be strapped across the foot for safety. Thongs or sandals are inappropriate for safety reasons. Closed toe shoes only.
- Hats may be worn outside the classroom. Gang related symbols of any kind on the hats and professional sports team names/logos are not acceptable. Official school hats, inclement weather hats or hats that are part of an accessorized outfit are acceptable.
- A belt with military type buckles oversized buckles or chains may not be worn. Belts must be appropriately fitted.
- Exceptions to the dress code can only be made for medical, health reasons, or religious beliefs.

Reglamento Para El Código Del Vestido

La responsabilidad primordial por el arreglo personal del estudiante esta a cargo del estudiante y de sus padres, trabajando en estrecha unión con la administración escolar. El objeto de tener un código de vestir es garantizar un ambiente seguro y sin peligros en el cual se pueda ofrecer una educación de calidad.

Toda la ropa debe estar ordenada, limpia, en condición aceptable y debe usarse dentro de los límites de la decencia y el buen gusto apropiado para la escuela. Los artículos de ropa deben ser lo suficiente para cubrir, en forma apropiada, la ropa interior.

- Los artículos de ropa que exhiben símbolos de las pandillas, vulgaridades o productos o propaganda para el tabaco, el alcohol, las drogas el sexo, o que interfieren materialmente con el trabajo escolar, que causan desorden o que interrumpen el proceso educativo, no son permitidos. Tampoco NO se permiten en la escuela las chaquetas, camisetas, sombreros (hats) de los equipos profesionales.
- Están prohibidos los accesorios de metal que presentan un peligro para la salud o la seguridad de los estudiantes.
- Las camisetas de tirantes no se deben usar sin una camiseta (T-Shirt) por debajo.
- La ropa demasiado grande no es apropiada y no debe crear un peligro para la seguridad durante las actividades físicas. La ropa no debe ser más de una medida más grande que el tamaño apropiado. Los pantalones deben sostenerse en la cadera sin necesidad de usar un cinturón y no deben cubrir los zapatos.
- La ropa que se usa en la playa, las blusas sin tirantes, las blusas o camisas con el estomago o el pecho descubierto, los artículos de ropa transparente y las blusas con el hombro descubierto no son apropiadas ni aceptables.
- Los pantalones cortos para caminar si son permitidos y deben llegar no mas alto de la rodilla y máximo 4 pulgadas arriba de la rodilla Todos los pantalones o pantalones cortos deportivos, de ciclismo (de licra), deshilachados, con agujeros o demasiado cortos no son aceptables.
- Los pantalones cortos que terminan entre la pantorrilla y la rodilla y que se usan con calcetines blancos largos se consideran ropa de pandilleros y no se deben usar. Las calcetas para las niñas no puede exceder más alta de la rodilla.
- Los tirantes deben estar abrochados todo el tiempo. Los overoles deben usarse con ambos tirantes abrochados.
- Se permitirán las mallas si la ropa que va encima llega por lo menos hasta cuatro pulgadas arriba de la rodilla.
- Todos los estudiantes deben usar zapatos. Los tenis que tengan velcro necesitan estar abrochados todo el tiempo por razones de seguridad. Los zapatos playeros o las sandalias no son apropiados por razones de seguridad. Solamente zapatos cerrados son permitidos.
- Se permite usar sombreros afuera del salón. Ninguna clase de símbolos, nombres/logos de equipos profesionales relacionados con las pandillas son aceptables en los gorros/sombreros. Las gorras serán permitidas siempre y cuando sean las gorras/sombreros oficiales de la escuela, gorras impermeables, o sombreros que formen parte de algún vestido si son aceptados.
- No se deben usar cinturones con hebillas estilo militar, ni hebillas grandes o cadenas.
- Se harán excepciones al código del vestido siempre y cuando sean por razones médicas o religiosas.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

Brekke staff continually monitors the safety of all students upon arrival and dismissal from school. Routines and procedures are established for the arrival and dismissal of students. Traffic is monitored in the front of the school both before and after school. In addition, morning supervision is provided in the following areas the asphalt, Cafeteria, Kinder lines, Upper and lower grade lines. Supervisors are campus assistants, teachers, paraprofessionals, other support personnel, custodial staff and administrators.

The regular student day is from 8:00 am to 2:15 pm for students from grades 1-5. The regular school day for Transitional Kindergarten and Kindergarten students is from 8:00 am to 1:22 pm.

For morning arrival, the parking lot is closed to parents. Parents are asked to drop off students near one of the school entrances. Crossing guards are posted at the crosswalk near the parking lot entrance. Upon arrival, all students are to go to the play area in the back of the school or to the cafeteria for breakfast. Students are not allowed on campus until after 7:30 AM. No students are to be in classrooms or hallways unattended. At the first bell, 7:57 AM, students are to immediately go to their "line" and wait for their teacher to escort them to the classroom. Instructional minutes begin at 8:00 and any student who is not in their "line" at 8:00 shall be counted tardy.

If the student arrives after the tardy bell (at 8:00 am), the student must check into the office prior to going into the classroom. The student will receive an excused/unexcused tardy slip, then will be directed to go to the classroom. A truant tardy will be marked when the student arrives 30 minutes or more after the school's start time, without a valid excuse.

Upon dismissal at 2:10 PM, the parking lot is closed to parents for pick up. Staff members will supervise students at dismissal in the front of the building. All students are to be picked up immediately following dismissal. Those students who walk are to leave campus at dismissal time unless arrangements have been made with Brekke staff. Students are not allowed to loiter or wait for pick up without supervision outside the campus gates/doors. Students who are not picked up on time will be escorted to the office to wait for pick up. At this time, the office will release the student to a parent, guardian or adult on the emergency card only with proper identification.

During the school day, students are to be supervised at all times. When one student or a small group of students is in the hallways to run an errand, go to the restroom, library, computer lab, etc, the student's must have a hall pass in their possession.

Brekke is a closed campus and all visitors to the campus are always to sign in at the front office. Parents are asked not to go to classrooms without prior clearance from the office and a visitor's badge. Parents are always welcome to serve as volunteers in classrooms; however, procedures for clearance to do so must be followed and cleared names will be provided by the district office only.

Leaving Early: Students may leave campus prior to dismissal if parents, guardians or persons designated by parents/guardians (as listed on the emergency card) pick up students from school with proper identification. Persons picking up the student during the day must present a valid ID, be of 18 years of age, noted on the emergency contact information and sign the student(s) out with the office.

Gates and Door Security: When all classes have entered the building at the beginning of the day, playground supervisors will lock the gates that lead to the basketball courts and park. All exterior doors will be locked to deter entrance to the building except through the front doors. All campus assistants and teachers have keys to the gates and can unlock them when students are outside for recess and other activities.

Parents/Guardians are asked to provide emergency contact information for their children at the beginning of the year, and are asked to make updates as soon as possible when contact information changes.

Parents/Guardians are responsible to provide the school with legal/custodial paperwork regarding a student. The legal documents are attached to the student's emergency card and will be followed accordingly.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

Positive School Climate

Element:

School Wide Positive Behavior Support

Opportunity for Improvement:

Provide additional training for CHAMPS and ongoing staff development on positive behavior support strategies.

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Analyze and review effectiveness of the schoolwide positive behavior support plan.	Implement CHAMPS in the classrooms and different areas of the school and evaluate effectiveness throughout the year. Make recommendations for improvements in implementation of the plan.	Discipline referrals and number of suspensions	Principal and PBIS Team	Review office referrals and suspension rates
2) Keep parents/families informed of positive behavior support plan.	Share positive behavior plan and operations procedures at Back to School Night, ELAC, SSC meetings, and other parent nights throughout the year.		Principal and Brekke Safety Committee	Record of communication
3) Development of additional dolphin pride rewards, expectations, etc...	Evaluate the need for additional rewards and expectations throughout the year as needed. Suggestions to be brought back to safety committee.		Principal, PBIS Team and teachers	Meeting records
4) Train teachers and students on CHAMPS and the 3 B's of Brekke from the Dolphin Pride, specifically with an emphasis on Bully intolerance.	Conduct behavior assemblies at the beginning of the year and periodically over the course of the year. Conduct training in classes at the beginning of the year on bullying behavior.	CHAMPS: Safe and Civil Schools	Principal and PBIS Team	Record of training

Component:

Disaster Preparedness

Element:

Safe School Environment

Opportunity for Improvement:

More frequent review of incident command system roles and responsibilities.

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Assign each staff member to a role within the Incident Command System.	Survey staff for any special training with regards to Incident Command roles. Assign staff members to specific ICS role. Provide staff members with information regarding ICS role and related responsibilities.	Online FEMA courses.	Principal	Record of training
2) Provide training opportunities for staff on their Incident Command System roles.	Coordinate school wide training with scheduled district disaster trainings.	Include in the Staff Handbook	Principal	Record of training
3) Update the Incident Command System roles as staff members change.	Evaluate roles at the end/beginning of each school year.		Principal and safety committee	Plan revisions
4) Keep parents/families informed.	Hold parent information meetings regarding overall school safety. Disseminate information on student release in case of an emergency.		Principal	Record of communications

Component:

School's Safe Physical Environment

Element:

Safe School Environment

Opportunity for Improvement:

Offer more parent information meetings on topic of school safety and student safety.

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Increase staff and student awareness of lockdown procedures and other emergencies.	Disseminate information to staff regarding lockdown procedures. Provide schoolwide training drills to practice procedures in different situations.	Principal, staff, SRO	Principal	Record of drills
2) Increase parent/family awareness of procedures in case of a lockdown.	Disseminate information to parents regarding lockdown drills. Hold parent meetings to inform families of student release procedures in case of a lockdown.		Principal	Record of communication
3) Ensure facilities are well-maintained and do not present any safety issues.	The lead custodian and the principal conduct a monthly safety inspection and submit reports and/or work orders to the district office.		Principal and Lead Custodian	Record of inspections

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Norman R. Brekke Elementary School Student Conduct Code

PURPOSE

The School's Guidelines for Success and Procedures were developed and adopted in accordance with California Education Code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety.

The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas. Brekke incorporates the Dolphin Pride program emphasizing The Brekke "B's" of behavior - Be Safe, Be Responsible, Be Respectful - with CHAMPS.

GOALS

We want our students to develop a sense of values and to become:

- Caring
- Responsible
- Respectful
- Fair
- Compassionate
- Honest
- Well mannered and courteous
- Knowledgeable of right and wrong
- Positive in outlook
- Self-disciplined

BELIEFS

We believe our Guidelines for Success and procedures will:

- Provide a starting point for behavior and expected conduct.
- Provide a framework of expectations, rewards and consequences so we can be consistent and fair in disciplining students.
- Promote overall school safety and security for each student.
- Demonstrate our agreement and commitment to developing self-disciplined and responsible youth.
- Provide opportunities for students and parents to participate with school faculty, staff and administration in ensuring the highest possible instructional climate.
- Promote knowledge and teach behavior which will help each student become self-respecting, successful and contributing adults.

PHILOSOPHY

A student's education is dependent upon a "team" effort involving the student, parents and school personnel. Each member of the team has specific responsibilities which must be met if the educational experience is to have the greatest positive results. Students, parents and teachers are encouraged to maintain an ongoing dialogue about the standards for personal conduct in relation to life at school. We want to be an extraordinary place of safety and positive opportunity for everyone.

Expectations of Students

- Attend school daily and be on time for each class.
- Know and obey school rules and regulations.
- Be courteous and respectful to school personnel, fellow students and the public in general.
- Behave in such a way that it does not disrupt the learning of others.
- Respect public and private property.

Expectations for Parents

- Assure that your child is in school and on time each day.
- Assure that your child is appropriately prepared for school (dress, nutrition and sleep.)
- Be responsible for the pupil's behavior.
- Teach the pupil respect for the law and the rights of others.
- Visit your school periodically and participate in conferences as called.
- Know the district, school and classroom rules and regulations and be supportive of your school.
- Help your child to learn self-discipline.

Expectation for Teachers

- Provide learning experiences appropriate for each student.
- Consistently enforce classroom rules and district rules and policies.
- Communicate on a regular basis with parents concerning their child's progress.
- Be available to parents for conference.
- Continually improve professional competencies in matters of student control and discipline.
- Develop enthusiasm for learning through experiences that are interesting and relevant to pupils.

Expectations for Administrators

- Inform students and parents about school district discipline standards.
- Consistently monitor classroom, school and district rules and policies.
- Counsel with students and parents regarding disciplinary matters.
- Provide professional growth experiences which will assist staff in increasing competencies for student control and discipline.
- Provide leadership that will establish, encourage and promote teaching and effective learning.

Basic School Rules:

- Attend school regularly.
- Be on time.
- Be prepared for class.
- Treat others with respect, care and consideration.
- Promptly obey school authorities without argument.
- Conserve and protect school and private property.
- Engage in activities without "body contact."
- Obey all school, playground, etc. rules.
- Use appropriate language.
- Follow district dress/uniform standards.
- Use class time wisely.
- Work quietly without disturbing others.
- Respect the rights of others.
- Complete all assignments on time.
- Follow other rules which may be adopted in individual classrooms.

Note: Students may be disciplined for acts related to school activities or attendance which occur at any time including:

- While on school grounds;
- While going to or coming from school;
- During the lunch hour whether on or off campus;
- During, or going to or coming from, a school sponsored activity.

Other causes of disciplinary action:

- Deliberate littering of school premises;
- Chewing gum while at school;
- Inappropriate use of cellular telephones or electronic paging devices;
- Not adhering to the school dress code;
- Making bomb threats or false fire alarms;
- Setting fires or using explosive devices which threaten or cause damage to human life or property on school grounds or at school sponsored events;
- Habitual tardiness/truancy;
- Forging parents' signatures or school documents (CAC 306).

Consequences

After rules are taught, student may be counseled by their teacher, aide or principal for a first and second infraction. Parents may be notified in writing and/or telephone call for repeated infractions, by the student's teacher and/or principal. After counseling, students will lose privileges and may receive detentions for repeated infractions.

Continued infractions may require a parent conference with the student's teacher and/or principal. Serious infractions may result in immediate suspension and/or recommendation for expulsion for the student.

Positive Reinforcements

Incentives are used to promote exemplary student conduct.

SCHOOL RULES AND PROCEDURES IMPLEMENTATION RESPONSIBILITIES

Expectations:

- Basic rules are reviewed with students by classroom teachers at the beginning of each year.
- Basic school rules are sent home each year, in written form, for parental review.
- Students will be held responsible for their conduct.
- Parents will be responsible for providing and supporting an environment that is conducive to their child's/children's success.
- Teachers will cooperate with other staff in enforcing school rules and helping students understand the benefits of choosing behavior that shows respect for other people and property.
- The principal will establish and enforce rules that conform to district procedures and foster safety and good citizenship.

EVALUATION AND FEEDBACK METHODS

Summary

The staff, School Site Council, and the principal will review the school rules and discipline program. These groups will consider the impact of the school-wide recognition programs and their effectiveness. The number of discipline referrals and suspensions will be reviewed. All community members are encouraged to maintain an ongoing dialogue about standards for personal conduct and school safety.

GENERAL

Education Code 44807: Every teacher in the public schools shall hold Pupils to a strict account for their conduct on the way to and from school, on the playgrounds, or during recess. A teacher, vice principal, principal, or any other certificated employee of a school district, shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of his duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning.

CONDUCT CODE PROCEDURES

The school rules and procedures were developed and adopted in accordance with California education code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas.

(J) Hate Crime Reporting Procedures and Policies

In order to create a safe learning environment for all students, the Board of Trustees desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual based on his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the teacher and Principal. Upon receiving such a complaint, the Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 - Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation. Students are expected to respect all others while on school grounds or while participating in school activities. Any student engaging in hate-motivated behavior will be subject to the school discipline policies in accordance with the district policies and guidelines.

Safety Plan Review, Evaluation and Amendment Procedures

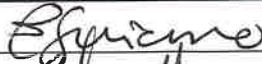

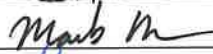


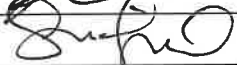


A Safety Committee is created every school year. The purpose of the committee is to review the Safety Plan on a continual basis and make any necessary changes and adjustments in order to ensure the safety of student and staff members. The committee meets regularly to review and make any necessary recommendations and changes. All changes are brought to the attention of the staff and stakeholders at meetings. The plan is reviewed in December, approved by SSC in January, and updated by February of each year.


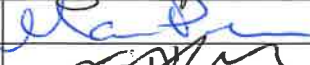
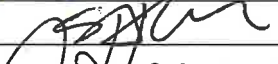
Comprehensive School Safety Plan SB 187 Compliance Document

2022-2023 School Year

School: Cesar E. Chavez K-8 School
CDS Code: 56725386055321
District: Oxnard School District
Address: 301 North Marquita Street
 Oxnard, CA 93030-3792
Date of Adoption: February 15, 2023
Date of Review: -with Staff
 October 25, 2022
 -with Law Enforcement
 January 2023
 -with Fire Authority
 January 2023

Reviewed by:

Name	Title	Signature	Date
Mrs. Bertha Anguiano	Principal		2/3/23
Mr. Steven Everett	Lead custodian/classified staff		2/3/23
Mr. Mark DeRosa	Teacher		2/3/23
Laura Silva	SSC President/parent		2/10/23
Ms. Dlezy Samudio	Teacher		2/3/23
Mrs. Sandra Lisle	Teacher		2/3/23
Ms. Lupita Canizalez	After School Programs Coordinator		2/3/23
Mrs. Yulianna Robles	Office Manager/classified staff		2-3-23

Name	Title	Signature	Date
Mr. Scott Brewer	Fire Department Representative -Emergency Service Manager		
Mr. Chris Ing	Assistant Principal		2/3/23
	Oxnard Police Dept.		
Ms. Sandra Lisle	Teacher		2/3/23
Mrs. Maricruz Perez	Teacher		2/3/23
Mr. Steve Barahona	Teacher		2/3/23
Mr. Javier Herrera	Teacher		2-3-23



Name	Title	Signature	Date
Mr. Scott Brewer	Fire Department Representative -Emergency Service Manager		1/30/23
Mr. Chris Ing	Assistant Principal		
LUN MARTIN	Oxnard Police Dept.		2/6/23
Ms. Sandra Lisle	Teacher		
Mrs. Maricruz Perez	Teacher		
Mr. Steve Barahona	Teacher		
Mr. Javier Herrera	Teacher		

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Senate Bill 187: Comprehensive School Safety Plan Purpose

Effective January 1, 2019, Assembly Bill 1747 (Rodriguez), School Safety Plans, became law. This bill requires that during the writing and development of the comprehensive school safety plan (CSSP), the school site council or safety committee consult with a fire department and other first responder entities in addition to currently required entities. It requires the CSSP and any updates made to the plan to be shared with the law enforcement agency, the fire department, and the other first responder entities.

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

- Assessment of school crime committed on school campuses and at school-related functions
- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy (electronic or paper) of the Comprehensive School Safety Plan is provided yearly to the following:

- School staff
- Parents
- After-school program staff
- Oxnard Police Department
- Oxnard Fire Department
- Early Childhood Education staff
- Volunteer Coaches

A copy of the Comprehensive School Safety Plan is available for review online at www.oxnardsd.org or in the Cesar E. Chavez K-8 School's office.

COVID-19 PANDEMIC INFORMATION FOR 2022 – 2023 SCHOOL YEAR

For the most up-to-date information concerning our COVID-19 protocols, feel free to visit the following websites:

Oxnard School District @ www.oxnardsd.org

Ventura County Department of Public Health @ www.vhca.org
Center for Disease Control and Prevention @ www.cdc.gov

Safety Plan Vision

Provide a nurturing, safe, and secure learning environment for all students, staff, families and community.

Components of the Comprehensive School Safety Plan (EC 32281)

Cesar E. Chavez K-8 School Safety Committee

Scott Brewer, Fire Department Representative - Emergency Services Manager

Maria Ramos, teacher

Javier Herrera, teacher

Delzy Samudio, teacher

Heather Nielsen, teacher

Steve Barahona, teacher

Maricruz Perez, teacher

Leslie Nateras, teacher

Mark DeRosa, teacher

Bertha Anguiano, Principal

Yulianna Robles, Office Manager

Maria Teresa Salazar, SSC President/Parent

Steven Everett, Lead Custodian

Chris Ing, Asst. Principal

Lupita Canizalez, Afterschool Programs Coordinator

Assessment of School Safety

School Staff reviews data from office referrals, attendance rates/school attendance review, suspension/expulsion data, Panorama Education survey, Local Law Enforcement Juvenile Crime Data, and Property damage data. The findings from all these sources are shared with stakeholders at various meetings such as ELAC, SSC, Safety committee, and staff meetings.

- Our school is currently a closed campus. Parents and visitors must sign at the front office to get a badge or sticker and access to our campus. We have campus supervisions so our students are highly monitored. The school principal, outreach consultant, social worker are always monitoring recesses and lunch times in addition to the seven campus supervisors.

Our school is implementing fire, earthquake and evacuation drills at least once a month. Gates and doors are locked and monitored at all the times.

- Risk Management from DO conducts a safety inspection of the campus each year. A report is submitted and necessary changes are made.
- The Lead custodian and the principal conduct a monthly safety inspection and submit a report to the DO.
- Any safety issues are reported by staff to the administration and the issues are handled by the lead custodian or through work orders to the district office.
- The Safety Committee reviewed and discussed procedures to be followed by staff and students during emergencies.

Traffic/Safety Enforcement and Communication

- Oxnard Traffic Police are called as needed to observe the traffic patterns during arrival and dismissal to ensure drivers are obeying traffic patterns.
- Administration communicates with the community via meetings, letters, and Connect-Ed phone messaging system regarding reminders for safety and traffic regulations.
- The safety committee meets regularly to review all safety and security procedures and make any necessary recommendations and changes.
- Administration is currently working with the city of Oxnard's Safe Route to School committee to improve safety conditions for all students and their school routes.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

The following strategies and programs are consistent with California educational code 32281 and reflect the school's commitment to safety within the following areas:

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

GENERAL

As stated in the Board Policy (BP 5141.4), "District employees shall report known or suspected incidence of child abuse in accordance with district regulations and state law. Employees shall fully cooperate with the child protective agencies responsible for reporting, investigating and prosecuting cases of child abuse."

When an employee suspects child abuse, the employee shall immediately meet and discuss the situation with a school counselor or an administrator. Information will be noted (name of person making report, name of child, present location of child, nature and extent of injury, and all other pertinent information.) At that time the counselor or administrator will assist the employee in making a call to Children and Family Services (654-3200) or the local Police Department (Oxnard 385-7600, Sheriff's Dept. 654-2311). The counselor or administrator will make note of time, date and name of official contacted. The employee will then complete and mail the required written report to the local Children and Family services agency. The counselor or assistant principal will notify the principal.

Employees (mandated reporters) have absolute immunity and are not liable for filing a required report. If a mandated reporter does not wish to disclose his/her identity to a district administrator, he/she shall at least provide or mail a copy of the written report to the district without his/her signature or name after making the required call to Children and Family Services or appropriate law enforcement agency. Mandated reports of sexual activity must be reported to either the Department of Children and Family Services (DCFS) or to the appropriate police jurisdiction. This information will then be cross-reported to the other legal agency.

School manager either mails or faxes over the completed abuse form to CFS within 36 hours of the report. School office manager gives a copy to principal and to the Oxnard School District Superintendent.

SEXUAL ACTIVITY

Child abuse laws change from time to time. Should you suspect that a student is engaged in unlawful sexual activity, please consult with the school social worker and campus officer to determine if particular provisions under this section are current and in effect.

- a. Involuntary sexual activity is always reportable.
- b. Incest, even if voluntary, is always reportable. Incest is a marriage or act of intercourse between parents and children; ancestors and descendants of every degree; brothers and sisters of half and whole blood and uncles and nieces or aunts and nephews. (Family Code §2200).
- c. Voluntary Sexual Activity may or may not be reportable. Even if the behavior is voluntary, there are circumstances where the behavior is abusive, either by Penal Code definition or because of an exploitative relationship, then this behavior must be reported. If there is reasonable suspicion of sexual abuse prior to the consensual activity, the abuse must be reported.

Reportable Sexual Activity if a Child is 14 Years of Age and:

- a. Partner is younger than 14 years old, but there is a disparity in chronological or maturational age or indications of intimidation, coercion or bribery or other indications of an exploitative relationship.
- b. Partner is 14 years or older lewd & lascivious acts committed by a partner of any age partner is alleged spouse and over 14 years of age.

Reportable Sexual Activity if the Child is 14 or 15 years and:

- a. There is unlawful sexual intercourse with a partner older than 14 but less than 21 years of age and there is no indication of abuse or evidence of an exploitative relationship. There is unlawful sexual intercourse with a partner older than 21 years
- b. There is lewd and lascivious acts committed by a partner more than 10 years older than the child is.
- c. The partner is the alleged spouse and over 21 years of age

Reportable Sexual Activity if the Child is 16 or 17 years and:

- a. The partner is less than 14 years of age
- b. There is unlawful sexual intercourse with a partner older than 14 and there is evidence of an exploitative relationship
- c. The partner is the alleged spouse and there is evidence of an exploitative relationship

Reportable Sexual Activity if the Child is under 18 years:

- a. Sodomy, oral copulation, penetration of a genital or anal opening by a foreign object, even if consensual, with a partner of any age.

Not Reportable Sexual Activity:

- a. Child is 14 years or younger and partner is younger than 14 years and of similar age or maturational age. Sexual behavior is voluntary and consensual. There are no indications of intimidation, coercion, bribery, or other indications of an exploitative relationship.
- b. Unlawful sexual intercourse of a child 14 to 15-years old with a partner older than 14 and less than 21 years of age and there is no indication of abuse or evidence of an exploitative relationship.
- c. Unlawful sexual intercourse with a child 16 or 17 years with a partner older than 14 and there is no indication of an exploitative relationship.

Mandated reports of sexual activity must be reported to either the Department of Children and Family Services (DCFS) or to the appropriate police jurisdiction. This information will then be cross-reported to the other legal agency.

STAFF TRAINING

All Oxnard School District staff who work with students are trained annually in regard to child abuse. New employees are trained upon being hired. Employees receive training on their legal obligation under law regarding mandated reporting. Employees also receive training to recognize signs and symptoms of child abuse.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

GENERAL

This Plan addresses the Oxnard School District's responsibilities in emergencies associated with natural disaster, human-caused emergencies and technological incidents. It provides a framework for coordination of response and recovery efforts within the District in coordination and with local, State, and Federal agencies. The Plan establishes an emergency organization to direct and control operations at all sites during a period of emergency by assigning responsibilities to specific personnel. This Plan:

- Conforms to the Federally mandated National Incident Management System (NIMS), State mandated Standardized Emergency Management System (SEMS) and effectively restructures emergency response at all levels in compliance with the Incident Command System (ICS).
- Establishes response policies and procedures, providing Oxnard School District clear guidance for planning purposes.
- Describes and details procedural steps necessary to protect lives and property.
- Outlines coordination requirements.
- Provides a basis for unified training and response exercises to ensure compliance.

OBJECTIVES

- Protect the safety and welfare of students, employees and staff.
- Provide for a safe and coordinated response to emergencies.
- Protect the District's facilities and properties.
- Enable the District to restore normal conditions with minimal confusion in the shortest time possible.
- Provide for interface and coordination between sites and the District Emergency Operations Center (EOC).
- Provide for interface and coordination between sites and the County or city EOC in which they reside.
- Provide for the orderly conversion of pre-designated District sites to American Red Cross shelters, when necessary.

Schools are required by both federal statute and state regulation to be available for shelters following a disaster. The American Red Cross (ARC) has access to schools in damaged areas to set up their mass care facilities, and local governments have a right to use schools for the same purposes. This requires close cooperation between school officials and ARC or local government Representatives, and should be planned and arranged for in advance.

In an Emergency Building Evacuation, all employees will:

- Upon emergency alert, secure work area and depart/report to assigned area.
- Perform duties as pre-assigned by the Principal in cooperation with emergency services personnel.
- DO NOT re-enter the building without permission or request of emergency service authorities.
- Remain in the general assembly areas and calm students if not assigned another duty.
- When signaled to re-enter safe areas of the school, quickly do so.
- Upon safe re-entry, report anything amiss to the Operations Chief.

In an Emergency Building Evacuation, teachers will also:

- Upon alert, assemble students for evacuation using designated routes and account for all students.
- Secure room.
- If possible, leave a note on the door advising where the class evacuated to if other than the standard assembly area.
- Upon arrival at the assembly area, account for all students.
- Secure medical treatment for injured students.
- Report any students missing or left behind because of serious injuries.
- Stay with and calm students.
- If signaled to re-enter school, assure students do so quickly and calmly.
- Account for all students.
- Check room and report anything amiss to the Team Leader and/or Operations Chief.
- Debrief students to calm fears about the evacuation.

In an Emergency Campus Evacuation:

If it is necessary to evacuate the entire campus to another school or relief center, the Principal will:

- Notify the Superintendent of the Campus Evacuation.
- Cooperate with emergency authorities in enlisting students/staff with cars to help transport evacuees.
- Direct the evacuation, assure all students/staff are accounted for as they depart and arrive.

Dismissal of students from the school shall be governed by the emergency procedures outlined in this procedure guide and consistent with the Initial Response System. However, this policy does not preclude the exercise of professional judgment by an administrator when the circumstances of the situation indicate dismissal to be in the best interest of the student.

- Each teacher MUST KEEP THE REGISTER OR ENROLLMENT SHEET OF PUPILS READILY AVAILABLE AT ALL TIMES. The teacher will remain with students until directed otherwise.
- In the absence of orders from the superintendent, each school principal is authorized and directed to implement plans as described herein or take such other action as may be necessary to save lives and mitigate the effects of disasters.
- During an emergency period or condition created by disaster, occurrence students may only be released to parent, guardian or other adult specified on the Emergency Data Card. THERE SHALL BE NO EXCEPTIONS TO THIS POLICY.

Emergency Announcements will be provided on the following radio stations:

AM Radio Stations:

KTNQ-AM 1020 "Univision America" Spanish
 KNX-AM 1070 "KNX 1070 Newsradio"
 KUNX-AM 1400 "La Super X" Spanish
 KKZZ-AM 1520 "La Voz" Spanish
 KVTA- AM 1590 "Ventura's Talk Authority"

FM Radio Stations:

KCRU-FM 89.1 "Public Radio for Southern California"
 KIND-FM 94.1 "Radio Indigena 94.1" Spanish / Mixteco
 KXLM-FM 102.9 "Radio Lazer 102.9 FM" Spanish

CALIFORNIA EMERGENCY SERVICES ACT (CHAPTER 7, DIVISION 1, TITLE 2, CALIFORNIA GOVERNMENT CODE)

The Act provides the basic authorities for conducting emergency operations following a proclamation of Local Emergency, State of Emergency, or State of War Emergency by the Governor and/or appropriate local authorities, consistent with the provisions of this Act.

CALIFORNIA GOVERNMENT CODE, SECTION 3100, TITLE 1, DIVISION 4, CHAPTER 4.

States that public employees are disaster service workers, subject to such disaster service activities as may be assigned to them by their superiors or by law. The term "public employees" includes all persons employed by the state or any county, city, city and county, state agency or public district, excluding aliens legally employed.

The law applies to public school employees in the following cases:

- When a local emergency is proclaimed.
- When a state of emergency is proclaimed.

- When a federal disaster declaration is made.

The law has two ramifications for School District employees:

1. It is likely that public school employees are pressed into service as Disaster Service Workers by their superiors, and may be asked to do jobs other than their usual duties for periods exceeding their normal working hours.
2. When pressed into disaster service, employees' Workers' Compensation Coverage becomes the responsibility of state government (OES), but their overtime pay is paid by the school. These circumstances apply only when a local or state emergency is declared. States that (the Governor's Office of Emergency Services has stated) inadequately trained school staff render school officials potentially liable for acts committed or omitted by school staff acting within the scope of their training during or after a disaster. (Sub Sections 835-840.6). It requires that school districts be prepared to respond to emergencies using SEMS. (Section 8607, the Petris Bill).

CALIFORNIA CIVIL CODE, CHAPTER 9, SECTION 1799.102

It provides for "Good Samaritan Liability" for those providing emergency care at the scene of an emergency. ("No person, who, in good faith and not for compensation, renders emergency care at the scene of an emergency, shall be liable for any civil damages resulting from any act or omission. The scene of an emergency shall not include emergency departments and other places where medical care is usually offered.")

PUBLIC AGENCY USE OF SCHOOL BUILDINGS FOR EMERGENCY SHELTERS

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

AFTER SCHOOL PROGRAM

The after-school program staff is trained annually in regard to disaster response. The District maintains a full-time After School Program Manager, who oversees safety training and disaster preparedness for the program. The After School Program Manager ensures that the following safety components are addressed within the after-school program environment:

- Elements of a safe and orderly environment
- Emergency evacuation procedures
- Student release procedures
- Incident Command Team responsibilities
- Child abuse reporting
- Rules, expectations and consequences
- Non-discrimination and harassment reporting

TRAINING

All staff are trained annually in regard to disaster procedures within the Comprehensive School Safety Plan and the District's Emergency Operations Plan. The school conducts monthly safety drills for fire and earthquake. The school also conducts a lockdown security drill at a minimum of once yearly within the first month of school under the direction of the School Resource Officer.

FOR DISASTER PLAN PROTOCOLS AND PROCEDURES (SEE APPENDICES).

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

The Oxnard School District Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5)

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to himself/herself or others. (Education Code 48915)

The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be specified in administrative regulation.

Suspended or expelled students shall be excluded from all school-related extracurricular activities during the suspension or expulsion.

STUDENT DUE PROCESS

The board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in administrative regulation and law. (Education Code 48911, 48915, 48915.5)

ALTERNATIVES TO SUSPENSION / OPTIONS

All schools within the Oxnard School District may establish a suspension program, which involves progressive discipline during the school day on campus, conferences, detention, student study team, referral to support services staff and/or other resources including District.

REQUIRED PARENTAL ATTENDANCE

The teacher of the class from which the student was suspended may require the parent/caregiver to attend a portion of a school day in the classroom in coordination with the principal and in accordance with all related policies/regulations for implementing this school suspension option.

DEFINITIONS

Suspension from school means removal of a student from ongoing instruction for adjustment purposes.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision of school personnel.

NOTICE OF REGULATIONS

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Education Code 35291.5, 48900.1, 48980)

Notification shall include information about the availability of individual school rules and all district policies and regulations pertaining to student discipline. (Education Code 35291)

GROUNDINGS FOR SUSPENSION AND EXPULSION

Students may be subject to suspension or expulsion for committing any of the acts listed below:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
(2) Willfully used force or violence upon the person of another, except in self-defense.
- b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
- c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
- d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco, or tobacco products.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
- l) Knowingly received stolen school property or private property.
- m) Possessed an imitation firearm.
- n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
- o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.

- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
- r) Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:
- (1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:
- (A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
- (B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
- (C) Causing a reasonable pupil to experience substantial interference with his or her academic performance.
- (D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.
- (2) (A) "Electronic act" means the transmission, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication.
- (i) A message, text, sound, or image.
- (ii) A post on a social network Internet Web site including, but not limited to:
- (I) Posting to or creating a burn page. "Burn page" means an Internet Web site created for the purpose of having one or more of the effects listed in paragraph (1).
- (II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
- (III) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
- (B) Notwithstanding paragraph (1) and subparagraph (A), an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- (3) "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs
- s) Aided or abetted the infliction or attempted infliction of physical injury.
- E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.
- E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

- E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.
- E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
- E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

MANDATORY RECOMMENDATION FOR EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be in violation of Education Code 48915(a)(1), unless the principal determines that alternative means of correction would address the conduct.

- (a)(1)(A) Causing serious physical injury to another person, except in self-defense.
- (a)(1)(B) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(1)(C) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(1)(D) Robbery or extortion.
- (a)(1)(E) Assault or battery upon any school employee.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be in violation of Education Code 48915(c). Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts, which may involve the possession or sale of narcotics or of a controlled substance, or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION

Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

BULLYING

CALIFORNIA STATE LAW REGARDING BULLYING

Right to Safe Schools. All students and staff of public primary, elementary, junior high, senior high schools, and community colleges, colleges, and universities have the inalienable right to attend campuses which are safe, secure and peaceful.

AB 9 – Seth's Law

Requires schools to establish policies to prevent bullying and to address and be responsive to complaints about bullying.

- Requires school districts to include in its non-discrimination policy a detailed list where discrimination, harassment, intimidation, and bullying are prohibited under existing law—actual or perceived sexual orientation, gender, gender identity expression, race or ethnicity, nationality, religion, disability, or association with a person or group with one or more of these actual or perceived characteristics.
- Requires each school districts non-discrimination policy to describe the district's procedure for addressing discrimination and harassment complaints; and be publicized in places for student and parental access.
- School districts are to strengthen professional development curricula for teachers, school counselors, and administrators with instruction on identifying and stopping discrimination and harassment and creating a school-wide culture of inclusion and respect for differences.

AB 746 - Cyber bullying.

Existing law, the Interagency School Safety Demonstration Act of 1985, defines bullying as one or more acts of sexual harassment, hate violence, or intentional harassment, threats, or intimidation, directed against school district personnel or pupils, committed by a pupil or group of pupils. Under existing law, bullying, including bullying committed by means of an electronic act, as defined, is a ground on which suspension or expulsion may be based. This bill would specify that an electronic act for purposes of the act includes a post on a social network Internet Web site.

AB 1156 – Bullying In Schools

Redefines California anti-bullying law by expanding the definition of bullying and linking it to academic achievement. It will also strengthen policies and procedures to reduce bullying in schools and keep students safe.

- Requires training of school site personnel in the prevention of bullying
- Links bullying to academic achievement
- Gives victims of bullying priority for school transfer, if requested
- Encourages school districts and county offices of education to include policies and procedures on the prevention of bullying in the school safety plan

OXNARD SCHOOL DISTRICT BOARD POLICY 5131.2

Bullying

The Board of Trustees recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

Cyberbullying includes the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Strategies for bullying prevention and intervention shall be developed with involvement of key stakeholders in accordance with law, Board policy, and administrative regulation governing the development of comprehensive safety plans and shall be incorporated into such plans.

Bullying Prevention

To the extent possible, district and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and strategies to establish a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for perpetrators of bullying.

The district may provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies.

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias.

Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When appropriate, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators. He/she also may involve school counselors, mental health counselors, and/or law enforcement.

Complaints Procedures

The Board hereby designates the following position to handle complaints regarding bullying and inquiries regarding the district's bullying policies:

Assistant Superintendent, Human Resources and Support Services

1051 South A Street
Oxnard, CA 93030
(805) 385-1501 ext. 2050

Any student who feels that he/she has been subjected to bullying should immediately contact the Coordinator, the principal, or any other staff member. Any student or school employee who observes an incident of bullying should report the incident to the Coordinator or principal, whether or not the victim files a complaint.

Upon receiving a complaint of bullying, the Coordinator shall immediately investigate the complaint in accordance with site-level complaint procedures specified in AR 1312.3- Uniform Complaint Procedures.

The Superintendent or designee shall ensure that the student handbook clearly describes the district's bullying policy, procedures for filing a complaint regarding bullying, and the resources that are available to students who feel that they have been the victim of bullying. The district's policy may also be posted on the district website or any other location that is easily accessible to students.

When a student is reported to be engaging in bullying off campus, the Assistant Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.

When a student uses a social networking site or service to bully or harass another student, the Assistant Superintendent or designee shall file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

Discipline

Any student who engages in bullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion, in accordance with district policies and regulations. Alternative means of correction will be considered where appropriate, as required by Education Code section 48900.5

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.

- (a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 or Section 48915 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.
- (b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.
- (c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision a is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.
- (d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.

- (e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

CHAVEZ SCHOOL DRESS POLICY

All students will be held to the Chavez School Dress Policy. Students who violate the dress policy will be requested to fix inappropriate clothing, change into loaners, or call home to have proper clothing items brought to school. Parents may be called at home or work to bring appropriate clothing to school, to adhere to the school's dress code policy.

The purpose of the dress code policy is to ensure a safe and secure environment in which students can benefit from a quality education.

The school dress codes are regularly reviewed by the School Site Council and/or the School Safety Committee following the board education policies.

The following will be strictly adhered to:

DRESS CODE

Gang related apparel is defined as apparel that reasonably can determine to threaten the health and safety of the school environment if it were worn or displayed on a school campus

California Education Code Title V, Section 302: A pupil who goes to school without proper attention having been given to personal cleanliness or neatness of dress, may be sent home to be properly prepared for school, or shall be required to prepare himself for the schoolroom before entering.

Students may not wear clothing or hairstyles that will be disruptive to the educational process.

The Chavez School Dress Policy is based upon the principle that the standard of dress and grooming is primarily the responsibility of the parents and students. One's dress and appearance should not disrupt the education of others. All clothing, footwear and accessories must help maintain a serious, academically orientated atmosphere. In addition, schools have the authority to restrict the wearing of clothes, which could be considered "gang" attire. (Education Code 35183)

All students will be held to the Chavez School Dress Policy. Students who violate the dress policy will be requested to fix inappropriate clothing, or call home to have proper clothing items, or change into loaners.

All staff will enforce dress code policy and report any violations to office.

The school dress code is regularly reviewed the School Site Council and Safety Committee following the board of education policies.

The following will be strictly adhered to:

Clothes should be neat, clean, and decent.

Students may not wear clothing, piercings, makeup or hairstyles that will be disruptive to the educational process.

Clothing may not have derogatory writing, symbols or pictures. Items with beer, alcohol, drugs or tobacco slogans are not to be worn. This includes clothes with obscene pictures, drug emblems, violent photos or objectionable language.

Clothes must cover the stomach area, chest area and all undergarments at all times.

Beach wear, low cut tops, spaghetti straps, halter tops, crop tops, tube tops and off the shoulder tops are not permitted.

Tops with holes, tears or that are see-through are not permitted without another shirt underneath.

Dresses, skirts or shorts shorter than mid-thigh are prohibited.

Clothing with professional team logos or names is prohibited. For example: Raiders, Cowboys, Lakers, Dodgers, Patriots, etc.

T-shirts should be no longer than hip length. Students who wear shirts longer than this will be required to tuck them in.

Pants should not be baggy or excessively long. Students will be required to wear a belt if their pants cannot stay up at the waist.

Overall straps may not be worn hanging.

Shorts below the knee may not be worn.

Students may not wear long, pulled up white socks. There must be at least a six-inch space between the top of the socks and the hem of the shorts.

Pants or shorts may not have holes, rips or tears four inches above the knees, unless leggings are worn under them.

Hats, caps, and other head coverings shall not be worn indoors, with the exception of those worn in religious observance

All students at Chavez K-8 School will be held to the Chavez dress code policy. Students who violate the dress code policy will be requested to fix inappropriate clothing by changing into appropriate clothing. Students can call parents or guardians to bring appropriate clothing to school and change, to adhere to the school's dress code policy.

The Chavez School Dress Policy is based upon the principle that the standard of dress and grooming is primarily the responsibility of the parents and students. One's dress and appearance should not disrupt the education of others. Schools have the authority under State law to restrict the wearing of clothes, which could be considered to be "gang" attire. All clothing, footwear and accessories must help maintain a serious, academically-orientated atmosphere (Garments with frayed edges, torn or with holes are not appropriate for the school setting), due to safety, sandals with no back strap may not be worn. Wallets with chains are not permitted.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

The Safety Committee continuously assesses the needs of the school in regards to safe ingress and egress of students and staff.

Working collaboratively with all stakeholders, parent concerns and ideas are considered when making any changes to improve student/campus safety. The Lead Custodian and the principal conduct monthly safety inspections. Any safety issues reported by staff to administration are handled by the Lead Custodian or through work orders to the district office.

Parents/Guardians are asked to provide emergency contact information for their children at the beginning of the year, and are asked to make updates as soon as possible when contact information changes.

Parents/Guardians are responsible to provide the school with legal/custodial paperwork regarding a student. The legal documents are attached to the student's emergency card and will be followed accordingly.

School Hours

- The regular student day is from 8 AM to 2:34 PM for students for grades 6-8. The regular school day for students in grades 1-5 is from 8:20 AM to 2:35 PM. The regular school day for kindergarten students is from 8:20 AM to 1:42 PM.
- The student schedule for early release days is 8 AM to 1:34 for grades 6-8, 8:20-1:35 for grades 1-5 and 8:20 to 12:42 for kindergarten.
- Upon arriving at school, students are to immediately come onto campus via Juanita Street and Marquita Street entrance gates used by students. Grades 6-8 enter exclusively on the Juanita Street entrance. Grades 1-5 are encouraged to enter through the Alley Gate on Marquita Street, but may use the Juanita Street entrance beginning at 7:55. Kindergarten students enter through the Kinder gate on Marquita Street.
- Students are not allowed to loiter outside campus gates.
- Students not participating in after school activities are to leave campus immediately by walking or riding the bus.
- There is a crossing guard at Cooper Street on Juanita and traffic control signs at Colonia Road ensure the safety of students walking to and from school.
- The city has recently installed a button-operated crossing warning light for pedestrians on Marquita. All students and staff have been made aware of it and its operation.
- Students enter and exit through Juanita St. if they arrive at school via bus.
- All middle school teachers walk their classes to the exits during dismissal. Middle school students exit through either the Juanita Street Gate or the assigned Double Doors.
- All 1-5 teachers walk their classes to the exits during dismissal. Grade 1 students are dismissed at the PE gate on Juanita Street, Grades 2-5 are dismissed by the Flagpole on Marquita Street. Campus supervisors monitor all exits during dismissal.
- For Kindergarten students, all parents drop off and pick up kindergarten students during Kindergarten schedule from the Kindergarten gated area supervised by a campus supervisor at all times when students are present and Kindergarten gate is open.

Closed Campus

- Cesar E. Chavez is a closed campus. All gates which provide access to the classrooms and other rooms, except the main office, remain locked during regular school hours.
- Staff continuously monitors the safety of all students upon arrival and dismissal from school, including at the bus stops, and throughout the school day, following established routines and procedures.
- All visitors to the campus must check in at the office, sign in and obtain a visitor's pass/badge.

Leaving Early

- Students may leave campus prior to dismissal if parents, guardians, or persons designated by parents/guardians on the emergency card pick up students from school.
- Persons picking up students during the day must present a valid ID, be 18 years of age, noted on the emergency contact information, and sign the student(s) out in the office.

Tardy/Late Policy

School begins at 8:00 am for 6-8 and 8:20 am for K-5 grades.

- If the student arrives after the tardy bell, the student must check into the office prior to going into the classroom. The student will receive an excused/unexcused tardy slip, then will be directed to go to the classroom.
- A truant tardy will be marked when the student arrives 30 minutes or more after the school's start time, without a valid excuse.

Excused Absences

- When a student is absent, the Parent or Guardian needs to notify the school through a written note or phone call to the office within 72 hours of the absence.

Excused absences include: illness, medical/dental appointments, court appearances (for students), religious observations, or death of an immediate family member.

Truancies

The following are considered truancies:

1. Being absent from school without the knowledge and consent of the parent/guardian/school.
2. Leaving the school grounds during the day without permission.
3. Staying out of class without permission.

Cesar Chavez School has in place the following additional measures in place to ensure a safe environment:

- We have hired additional campus supervisors to ensure that our students are highly monitored. The school administration and other support staff monitor recess and lunch times.
- All staff are required to wear an identification badge at all times while on campus.
- All classes are equipped with a door stop/magnet to ease lockdown procedures.

Procedure for Releasing Students from School during school hours:

1. Under no circumstance may a kindergarten through 8th grade pupil be released to an adult who is not properly identified or without written consent from the legal guardian. School-based staff must also check the student's record to determine if the child's parent or legal guardian has approved or denied the individual access to the student.
2. Valid identification must include the photograph and signature of the individual picking up the student. A government-issued ID is preferred.
3. The release must take place in the school office and not in any other location in the school.
4. For all students released early, information must be recorded in the school office, in a log.
5. All emergency contact information must be up to date. Parents/Guardians are asked to provide emergency contact information for their children at the beginning of the year, and are asked to make updates as soon as possible when contact information changes.
6. Dismissal of students for medical or dental appointments may be permitted. A note from a physician or a dentist should be submitted to the school office to excuse the student's absence.
7. Parents/Guardians are responsible to provide the school with legal/custodial paperwork regarding a student. The legal documents are attached to the student's emergency card and will be followed accordingly.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

Positive School Climate

Element:

School-wide Positive Behavior Support

Opportunity for Improvement:

Site Based Response

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Continue implementing the techniques learned from CHAMPS	The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas. Chavez school teachers and students shall continue to implement CHAMPS in all grades throughout the school year. Administrators and school counselors will conduct CHAMPS for all teachers and students to receive training. New teachers will be offered the opportunity to be trained and all staff may attend training.	CHAMPS staff	Chavez Staff, Bertha Anguiano. Principal, Chris Ing, Assistant Principal, Teresa Silvas, School Counselor, Erica Magana Mendez, ORC	record of training
2) Cesar Chavez students, parents and staff will work together to ensure that strategies are in place to build a sense of community within the school that all feel pride in their school and feel that they are important members of a team.	At Cesar Chavez, the staff shall create, practice, and enforce a code of ethics that affirms universal human values, such as respect, honesty , and fairness.	Administration	Chavez Staff	records of training
3) At Cesar Chavez, learning and productivity is valued, success is expected of everyone, and class time is used efficiently.	At Chavez school, there are expected performance standards and students who fail to meet the standards are identified and notified of tutoring and other intervention programs available. In grades 6-8, students are expected to check their grades on Student Connect consistently, track their AR levels, and monitor their progress on apps such as Lexia/ST Math.	School's administration, teachers, and support staff	Bertha Anguiano, Principal	review of suspension rates, grades at progress reports and Trimester

Objectives	Action Steps	Resources	Lead Person	Evaluation
4) Reduce the amount of office referrals for violent/bullying behavior and disseminate the Rules and Procedures for School Discipline	Chavez school will identify effective classroom bullying strategies and practices to better handle such behavior. Counselor and administrators will conduct bullying prevention assemblies and classroom visits routinely during the school year in order to communicate a non-violent, zero bullying school culture.	CHAMPS, MTSS and PBIS behavior strategies	Chavez Staff, Administrators, School Counselor	review of office discipline referral rates, review of suspensions
5) Disseminate Safe School Plan to all stakeholders, including Hate Crime Reporting Procedures	Chavez school shall submit the approved site safety action plan to the Oxnard School District and Board for final review and approval.	School Safety committee	Bertha Anguiano, Principal, Safety Committee, School Site Council	review of school safety plan
6) Cesar Chavez School will institutionalize a growth mindset and resiliency strategies that will have the greatest positive impact on the lives and success of the students.	Chavez school will develop external and internal assets to achieve support, boundaries, routines, high expectations, commitment to learning, positive values, social competencies, and positive identity. The SOAR acronym is a guideline for success established by the PBIS committee at Chavez.	Support staff, administration	Outreach consultant, social worker, school counselor, psychologist, instructional coach, and administration	record of training
7) Provide T.1 and T.2 SEL interventions and supports to students in a variety of groupings as needed.	Counselor and Administration will analyze the results of the Fall 2022 Panorama Survey to identify trends and needs of students and provide Tier I and T2 supports to students.	Panorama survey	School counselor	Panorama

Component:

School's Safe Physical Environment

Element:

Safe School Environment

Opportunity for Improvement:

Site based response

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Cesar Chavez shall have visible staff presence.	Chavez administration, working alongside teachers, has created a rotating teacher duty schedule. Additionally, Middle School teachers are visible in the halls during passing periods.	Administration, teachers and support staff	Bertha Anguiano, Principal	routine observations and record safety drills
2) Students attending Cesar Chavez school will have strategies in place on how to respond when they feel threatened, bullied, or in need of assistance.	Administration and school staff will provide strategies, resources, and support to all staff members to teach the safety strategies to all students.	CHAMPS strategies, Oxnard School District Resources, RTI and PBIS Behavioral strategies, Restorative Justice strategies, SEL strategies	Bertha Anguiano, Principal, Chris Ing, Assistant Principal, Teresa Silvas, School Counselor	record of training
3) Cesar Chavez School Safety Committee will use the Panaroma survey data to identify student centered issues.	School's Safety Committee will use the data from the Panaroma survey to identify areas of need and provide resources and support.	Panaroma Survey	Safety/Disaster Committee	data from survey
4) Cesar Chavez School will continue working with parents, community members and Oxnard Police Department personnel to create a crime-free and safe community.	The school's safety committee will work with all stakeholders to take input and establish systems and programs to create a crime-free and safe community.	Community members, Oxnard Police department, Oxnard School District, neighbor schools	Bertha Anguiano, Principal	record of training
5) Staff and students will know how to respond in an emergency	Monthly safety drills Monthly campus safety and walks Inventory disaster materials Train staff annually on disaster prep	School Safety Committee	Bertha Anguiano, Principal and Steven Everett, Lead Custodian	safety drills, record of training

Component:

Disaster Preparedness

Element:

School Safety

Opportunity for Improvement:

Site based response

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Hold monthly disaster, emergency and lockdown drills, OPD is available on call for support	Cesar Chavez School will hold monthly drills including; fire drills, lock downs, drop and cover drills, and evacuation drills during the school year. One fire drill will be conducted after school with the After School Program staff and students. Principal will review reports and procedures after each drill to all staff. OPD is available on call for support	OSD emergency drill resources, log drills	Bertha Anguiano, Principal, Oxnard Police Dept.	safety drills, record of training
2) Train Staff and Teachers on their responsibilities and stations during a disaster. Review station assignments and responsibilities once a year at minimum.	Cesar Chavez School shall confer and maintain a positive relationship with local law enforcement in the training, and implementation of the safety plan. OPD is available on call for support.	Oxnard Police Department, Oxnard School District	Safety/Disaster Committee	record of training
3) Conduct Quarterly safety walk-throughs with Lead Custodian and support staff.	Cesar Chavez School will conduct quarterly safety walk-throughs that will identify any needs for work orders or safety trainings. This walk-through will allow the team to inventory safety materials and emergency supplies (by classrooms and school-wide).	School Safety Committee	Bertha Anguiano, Principal, Safety Committee, Christopher Ing, Assistant Principal, Steve Everett, Lead Custodian	record of observation, record of training, record of inventory

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Cesar E. Chavez K-8 School Student Conduct Code

PURPOSE

The School Rules and Procedures were developed and adopted in accordance with California Education Code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. In order to ensure that students engage in safe behavior the school has a PBIS team which has implemented a CHAMPS positive behavior support program. Students are expected to follow the rules and teachers reinforce the rules in their classrooms. Discipline is applied when the expectations are not adhered to.

Rules and Guidelines for Success are integrated in our SOAR Acronym:

- S- Safe
- O- Organized
- A- Accountable
- R- Respectful

As Chavez is a DLI school, there is also Spanish equivalents for the same acronym.

- S- Seguras
- O- Organizadas
- A- Actúan Responsable
- R- Respetuosas

The SOAR Guidelines for Success set the foundation for our goals, beliefs, philosophy, expectations for students, expectations for parents, expectations for teachers, expectations for administrators, evaluation and feedback method, positive reinforcements, and basic school rules. Here is a description of each:

GOALS

We want our students to develop a sense of values and to become:

- Caring
- Honest
- Responsible
- Well mannered and courteous
- Respectful
- Knowledgeable of right and wrong
- Fair
- Positive in outlook
- Compassionate
- Self-disciplined

BELIEFS

We believe our rules and procedures will:

- Provide a starting point for behavior and expected conduct.
- Provide a framework of expectations, rewards and consequences so we can be consistent and fair in disciplining students.
- Promote overall school safety and security for each student.
- Demonstrate our commitment to developing self-disciplined and responsible youth.
- Provide opportunities for students and parents to participate with school faculty, staff and administration in ensuring the highest possible instructional climate.
- Promote knowledge and teach behavior which will help each student become self-respecting, successful and contributing adults.

PHILOSOPHY

A student's education is dependent upon a "team" effort involving the student, parents and school personnel. Each member of the team has specific responsibilities which must be met if the educational experience is to have the greatest positive results. Students, parents and teachers are encouraged to maintain an ongoing dialogue about the standards for personal conduct in relation to life at school. We want to be an extraordinary place of safety and positive opportunity for everyone.

Expectations of Students

- Attend school regularly and be on time for each class.
- Know and obey school rules and regulations.
- Be courteous and respectful to school personnel, fellow students and the public in general.
- Behave in such a way that it does not disrupt the learning of others.
- Respect public and private property.

Expectations for Parents

- Assure that your child is in school and on time each day.
- Assure that your child is appropriately prepared for school (dress, nutrition and sleep.)
- Be responsible for the pupil's behavior.
- Teach the pupil respect for the law and the rights of others.
- Visit your school periodically and participate in conferences as called.
- Know the district, school and classroom rules and regulations and be supportive of your school.
- Teach and support your child in practicing self-discipline.

Expectation for Teachers

- Provide learning experiences appropriate for each student.
- Consistently enforce classroom rules and district rules and policies.
- Communicate on a regular basis with parents concerning their child's progress.
- Be available to parents for conference.
- Continually improve professional competencies in matters of student control and discipline.
- Develop enthusiasm for learning through experiences that are interesting and relevant to pupils.

Expectations for Administrators

- Inform students and parents about school district discipline standards.
- Consistently monitor classroom, school and district rules and policies.
- Counsel with students and parents regarding disciplinary matters.
- Provide professional growth experiences which will assist staff in increasing competencies for student control and discipline.
- Provide leadership that will establish, encourage and promote teaching and effective learning.

Evaluation and Feedback Method

- School Administration and staff will review suspension rates, review office referral rates, record of training, etc. Students are surveyed to find out their motivators for rewards and incentives.

Positive Reinforcements

- Teachers nominate students monthly to receive an award focusing on a specific aspect of SOAR Guidelines.
- Administration conducts monthly grade 1-3 and 4-5 reward activities with staff and teacher participation.
- Teachers nominate one student per month to receive the "SOARing Eagle Student of the Month"
- "AR Celebrations" are held every trimester for students who meet their AR reading goals.
- Administration and Middle School Teachers use the "Renaissance" Program which gives out rewards to students who performed with high GPAs in the previous semester.
- Teachers conduct their own rewards and incentives in their individual classrooms based on social-emotional, attendance, and academic performance.

Consequences

Chavez staff and administration, whenever possible, use restorative practices as opposed to punishment. We hope to have students learn from their mistakes to become better people.

The following basic school rules are integrated in the SOAR Guidelines for Success:

- Attend school regularly.
- Be on time.
- Be prepared for class.
- Treat others with respect, care and consideration.
- Promptly obey school authorities without argument.
- Conserve and protect school and private property.
- Engage in activities without "body contact."
- Obey all school, playground, etc. rules.
- Use appropriate language.
- Follow district dress/uniform standards.
- Use class time wisely.
- Work quietly without disturbing others.
- Respect the rights of others.
- Complete all assignments on time.
- Follow other rules which may be adopted in individual classrooms.

GENERAL

Education Code 44807: Every teacher in the public schools shall hold Pupils to a strict account for their conduct on the way to and from school, on the playgrounds, or during recess. A teacher, vice principal, principal, or any other certificated employee of a school district, shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of his duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning.

CONDUCT CODE PROCEDURES

The school rules and procedures were developed and adopted in accordance with California education code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas.

(J) Hate Crime Reporting Procedures and Policies

In order to create a safe learning environment for all students, the Board of Trustees desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual based on his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the teacher and Principal. Upon receiving such a complaint, the Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 - Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation. Students are expected to respect all others while on school grounds or while participating in school activities. Any student engaging in hate-motivated behavior will be subject to the school discipline policies in accordance with the district policies and guidelines.

Safety Plan Review, Evaluation and Amendment Procedures

A Safety Committee is created every school year. The purpose of the committee is to review the Safety Plan on a continual basis and make any necessary changes and adjustments in order to ensure the safety of students and staff members. The committee meets on a quarterly basis and more as needed to review and make any necessary recommendations and changes. All changes are brought to the attention of the entire staff and stakeholders at meetings. Review plan with safety committee at each regularly scheduled meeting. November/December review plan with Leadership Team, Safety Committee and School Site Council. Communicate, review, and report to all staff after every safety drill. The plan is reviewed in February of each year, approved by SSC, and updated on March 1st.

Comprehensive School Safety Plan SB 187 Compliance Document

2022-2023 School Year

School: Curren School K-8
CDS Code: 56725386055263
District: Oxnard School District
Address: 1101 North F St.
 Oxnard, CA 93030-4003
Date of Adoption: November 28, 2022
Date of Review: -with Staff
 December 6, 2022
 -with Law Enforcement
 January 2022
 -with Fire Authority
 January 2022

Reviewed by:


Name	Title	Signature	Date
Mr. Pablo Ordaz	Principal	<i>Pablo Ordaz</i>	
Mireya Rosales	Office Manager	<i>Mireya Rosales</i>	12/2/22
AnnMarie Newman	School Site Chair	<i>AnnMarie Newman</i>	12/2/22
Christopher De Santiago	Lead Custodian	<i>Christopher De Santiago</i>	12-2-22
Scott Brewer	Fire Department Representative-Emerge:		
Jessica Glass	Assistant Principal	<i>Jessica Glass</i>	12-2-22
Kristin Deas-Chacon	Assistant Principal	<i>Kristin Deas-Chacon</i>	12/2/22
Gaby Mata Lopez	Outreach Specialist	<i>Gaby Mata Lopez</i>	
Yulia Wedel	Teacher	<i>Yulia Wedel</i>	
Geoffrey Odell	Teacher	<i>Geoffrey Odell</i>	12/8/22
Yenesi Murillo	School Counselor	<i>Yenesi Murillo</i>	12/8/22
Cynthia Silva	After-School Program Site Coordinator	<i>Cynthia Silva</i>	12/2/22
	Police Department Representative		

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Reviewed by:

Name	Title	Signature	Date
Mr. Pablo Ordaz	Principal		
Mireya Rosales	Office Manager		
AnnMarie Newman	School Site Chair		
Christopher De Santiago	Lead Custodian		
Scott Brewer	Fire Department Representative-Emergency Service Manager		1/30/23
Jessica Glass	Assistant Principal		
Kristin Deas-Chacon	Assistant Principal		
Gaby Mata Lopez	Outreach Specialist		
Yulia Wedel	Teacher		
Geoffrey Odell	Teacher		

Name	Title	Signature	Date
Yenesis Murillo	School Counselor		
Cynthia Silva	After-School Program Site Coordinator		
<i>Laura M. Armenta</i>	Police Department Representative	<i>Laura M. Armenta</i>	2/16/23

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Senate Bill 187: Comprehensive School Safety Plan Purpose

Effective January 1, 2019, Assembly Bill 1747 (Rodriguez), School Safety Plans, became law. This bill requires that during the writing and development of the comprehensive school safety plan (CSSP), the school site council or safety committee consult with a fire department and other first responder entities in addition to currently required entities. It requires the CSSP and any updates made to the plan to be shared with the law enforcement agency, the fire department, and the other first responder entities.

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

- Assessment of school crime committed on school campuses and at school-related functions
- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy (electronic or paper) of the Comprehensive School Safety Plan is provided yearly to the following:

- School staff
- Parents
- After-school program staff
- Oxnard Police Department
- Oxnard Fire Department
- Early Childhood Education staff
- Volunteer Coaches

A copy of the Comprehensive School Safety Plan is available for review online at www.oxnardsd.org or in the Curren School K-8's office.

COVID-19 PANDEMIC INFORMATION FOR 2022 – 2023 SCHOOL YEAR

For the most up-to-date information concerning our COVID-19 protocols, feel free to visit the following websites:

Oxnard School District @ www.oxnardsd.org

Ventura County Department of Public Health @ www.vhca.org
Center for Disease Control and Prevention @ www.cdc.gov

Safety Plan Vision

At Curren School, we will empower all students to not just know, but to become. We believe all students deserve a nurturing, safe, and secure learning environment. Students are to be safe, responsible, and respectful.

Components of the Comprehensive School Safety Plan (EC 32281)

Curren School K-8 Safety Committee

Curren School Safety Committee. The members are: Mr. Pablo Ordaz (Principal); Jessica Glass (Assistant Principal); Mireya Rosales (Office Manager and Parent), Claudia Garduno (Parent); Geoffrey Odell (Teacher); Yulia Wedel (Teacher); Cynthia Silva (After-School Program Coordinator), Yenesi Murillo (School Counselor) and Scott Brewer (Fire Department Representative-Emergency Service Manager).

Assessment of School Safety

Office referrals are entered in Q, reviewed by admin and staff, and shared with parents and stakeholders at meetings.

Admin, ORC, and Attendance tech review site attendance rates and communicate to parents and stakeholders at meetings.

The Pupil Services Department shares monthly suspension / expulsion data with the site. The information is shared with staff and stakeholders at meetings.

The Risk Management Department from the District conducts a Safety Inspection of each campus each year; a report is submitted and necessary changes are made by either school personnel or district personnel.

The Lead Custodian and principal conduct regular safety inspections. Any safety issues reported by staff to administration are handled by the lead custodian or through work orders to the District Office.

Oxnard Police Department conducted a security inspection of the campus with the principal at the beginning of the school year and made recommendations as necessary.

Emergency drills are conducted on a regular basis.

Oxnard Police Department (OPD) attend lock down drills scheduled by school staff to ensure that procedures are followed properly providing feedback to Principal which will debrief with staff and do necessary changes.

Earthquake and fire drills are conducted on a regular basis.

School administration and staff from the safety committee conduct an annual inventory of emergency equipment and replace supplies as needed, including emergency buckets and emergency classroom backpacks. The Safety Committee reviews and discusses procedures and makes any necessary recommendations and changes.

Regular meetings with Campus Assistants are conducted to review student behavior expectations and safety.

The Safety Committee reviewed and discussed procedures to be followed by staff and students during emergencies.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

The following strategies and programs are consistent with California educational code 32281 and reflect the school's commitment to safety within the following areas:

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

GENERAL

As stated in the Board Policy (BP 5141.4), "District employees shall report known or suspected incidence of child abuse in accordance with district regulations and state law. Employees shall fully cooperate with the child protective agencies responsible for reporting, investigating and prosecuting cases of child abuse."

When an employee suspects child abuse, the employee shall immediately meet and discuss the situation with a school counselor or an administrator. Information will be noted (name of person making report, name of child, present location of child, nature and extent of injury, and all other pertinent information.) At that time the counselor or administrator will assist the employee in making a call to Children and Family Services (654-3200) or the local Police Department (Oxnard 385-7600, Sheriff's Dept. 654-2311). The counselor or administrator will make note of time, date and name of official contacted. The employee will then complete and mail the required written report to the local Children and Family services agency. The counselor or assistant principal will notify the principal.

Employees (mandated reporters) have absolute immunity and are not liable for filing a required report. If a mandated reporter does not wish to disclose his/her identity to a district administrator, he/she shall at least provide or mail a copy of the written report to

the district without his/her signature or name after making the required call to Children and Family Services or appropriate law enforcement agency. Mandated reports of sexual activity must be reported to either the Department of Children and Family Services (DCFS) or to the appropriate police jurisdiction. This information will then be cross-reported to the other legal agency.

School manager either mails or faxes over the completed abuse form to CFS within 36 hours of the report. School office manager gives a copy to principal and to the Oxnard School District Superintendent.

SEXUAL ACTIVITY

Child abuse laws change from time to time. Should you suspect that a student is engaged in unlawful sexual activity, please consult with the school social worker and campus officer to determine if particular provisions under this section are current and in effect.

- a. Involuntary sexual activity is always reportable.
- b. Incest, even if voluntary, is always reportable. Incest is a marriage or act of intercourse between parents and children; ancestors and descendants of every degree; brothers and sisters of half and whole blood and uncles and nieces or aunts and nephews. (Family Code §2200).
- c. Voluntary Sexual Activity may or may not be reportable. Even if the behavior is voluntary, there are circumstances where the behavior is abusive, either by Penal Code definition or because of an exploitative relationship, then this behavior must be reported. If there is reasonable suspicion of sexual abuse prior to the consensual activity, the abuse must be reported.

Reportable Sexual Activity if a Child is 14 Years of Age and:

- a. Partner is younger than 14 years old, but there is a disparity in chronological or maturational age or indications of intimidation, coercion or bribery or other indications of an exploitative relationship.
- b. Partner is 14 years or older lewd & lascivious acts committed by a partner of any age partner is alleged spouse and over 14 years of age.

Reportable Sexual Activity if the Child is 14 or 15 years and:

- a. There is unlawful sexual intercourse with a partner older than 14 but less than 21 years of age and there is no indication of abuse or evidence of an exploitative relationship. There is unlawful sexual intercourse with a partner older than 21 years
- b. There is lewd and lascivious acts committed by a partner more than 10 years older than the child is.
- c. The partner is the alleged spouse and over 21 years of age

Reportable Sexual Activity if the Child is 16 or 17 years and:

- a. The partner is less than 14 years of age
- b. There is unlawful sexual intercourse with a partner older than 14 and there is evidence of an exploitative relationship
- c. The partner is the alleged spouse and there is evidence of an exploitative relationship

Reportable Sexual Activity if the Child is under 18 years:

- a. Sodomy, oral copulation, penetration of a genital or anal opening by a foreign object, even if consensual, with a partner of any age.

Not Reportable Sexual Activity:

- a. Child is 14 years or younger and partner is younger than 14 years and of similar age or maturational age. Sexual behavior is voluntary and consensual. There are no indications of intimidation, coercion, bribery, or other indications of an exploitative relationship.
- b. Unlawful sexual intercourse of a child 14 to 15-years old with a partner older than 14 and less than 21 years of age and there is no indication of abuse or evidence of an exploitative relationship.
- c. Unlawful sexual intercourse with a child 16 or 17 years with a partner older than 14 and there is no indication of an exploitative relationship.

Mandated reports of sexual activity must be reported to either the Department of Children and Family Services (DCFS) or to the appropriate police jurisdiction. This information will then be cross-reported to the other legal agency.

STAFF TRAINING

All Oxnard School District staff who work with students are trained annually in regard to child abuse. New employees are trained upon being hired. Employees receive training on their legal obligation under law regarding mandated reporting. Employees also receive training to recognize signs and symptoms of child abuse.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

GENERAL

This Plan addresses the Oxnard School District's responsibilities in emergencies associated with natural disaster, human-caused emergencies and technological incidents. It provides a framework for coordination of response and recovery efforts within the District in coordination and with local, State, and Federal agencies. The Plan establishes an emergency organization to direct and control operations at all sites during a period of emergency by assigning responsibilities to specific personnel. This Plan:

- Conforms to the Federally mandated National Incident Management System (NIMS), State mandated Standardized Emergency Management System (SEMS) and effectively restructures emergency response at all levels in compliance with the Incident Command System (ICS).
- Establishes response policies and procedures, providing Oxnard School District clear guidance for planning purposes.
- Describes and details procedural steps necessary to protect lives and property.
- Outlines coordination requirements.
- Provides a basis for unified training and response exercises to ensure compliance.

OBJECTIVES

- Protect the safety and welfare of students, employees and staff.
- Provide for a safe and coordinated response to emergencies.
- Protect the District's facilities and properties.
- Enable the District to restore normal conditions with minimal confusion in the shortest time possible.
- Provide for interface and coordination between sites and the District Emergency Operations Center (EOC).
- Provide for interface and coordination between sites and the County or city EOC in which they reside.
- Provide for the orderly conversion of pre-designated District sites to American Red Cross shelters, when necessary.

Schools are required by both federal statute and state regulation to be available for shelters following a disaster. The American Red Cross (ARC) has access to schools in damaged areas to set up their mass care facilities, and local governments have a right to use schools for the same purposes. This requires close cooperation between school officials and ARC or local government Representatives, and should be planned and arranged for in advance.

In an Emergency Building Evacuation, all employees will:

- Upon emergency alert, secure work area and depart/report to assigned area.
- Perform duties as pre-assigned by the Principal in cooperation with emergency services personnel.
- DO NOT re-enter the building without permission or request of emergency service authorities.
- Remain in the general assembly areas and calm students if not assigned another duty.
- When signaled to re-enter safe areas of the school, quickly do so.
- Upon safe re-entry, report anything amiss to the Operations Chief.

In an Emergency Building Evacuation, teachers will also:

- Upon alert, assemble students for evacuation using designated routes and account for all students.
- Secure room.
- If possible, leave a note on the door advising where the class evacuated to if other than the standard assembly area.
- Upon arrival at the assembly area, account for all students.
- Secure medical treatment for injured students.
- Report any students missing or left behind because of serious injuries.
- Stay with and calm students.
- If signaled to re-enter school, assure students do so quickly and calmly.
- Account for all students.
- Check room and report anything amiss to the Team Leader and/or Operations Chief.
- Debrief students to calm fears about the evacuation.

In an Emergency Campus Evacuation:

If it is necessary to evacuate the entire campus to another school or relief center, the Principal will:

- Notify the Superintendent of the Campus Evacuation.
- Cooperate with emergency authorities in enlisting students/staff with cars to help transport evacuees.
- Direct the evacuation, assure all students/staff are accounted for as they depart and arrive.

Dismissal of students from the school shall be governed by the emergency procedures outlined in this procedure guide and consistent with the Initial Response System. However, this policy does not preclude the exercise of professional judgment by an administrator when the circumstances of the situation indicate dismissal to be in the best interest of the student.

- Each teacher MUST KEEP THE REGISTER OR ENROLLMENT SHEET OF PUPILS READILY AVAILABLE AT ALL TIMES. The teacher will remain with students until directed otherwise.
- In the absence of orders from the superintendent, each school principal is authorized and directed to implement plans as described herein or take such other action as may be necessary to save lives and mitigate the effects of disasters.
- During an emergency period or condition created by disaster, occurrence students may only be released to parent, guardian or other adult specified on the Emergency Data Card. THERE SHALL BE NO EXCEPTIONS TO THIS POLICY.

Emergency Announcements will be provided on the following radio stations:

AM Radio Stations:

KTNQ-AM 1020 "Univision America" Spanish

KNX-AM 1070 "KNX 1070 Newsradio"

KUNX-AM 1400 "La Super X" Spanish

KKZZ-AM 1520 "La Voz" Spanish

KVTA- AM 1590 "Ventura's Talk Authority"

FM Radio Stations:

KCRU-FM 89.1 "Public Radio for Southern California"

KIND-FM 94.1 "Radio Indigena 94.1" Spanish / Mixteco

KXLM-FM 102.9 "Radio Lazer 102.9 FM" Spanish

CALIFORNIA EMERGENCY SERVICES ACT (CHAPTER 7, DIVISION 1, TITLE 2, CALIFORNIA GOVERNMENT CODE)

The Act provides the basic authorities for conducting emergency operations following a proclamation of Local Emergency, State of Emergency, or State of War Emergency by the Governor and/or appropriate local authorities, consistent with the provisions of this Act.

CALIFORNIA GOVERNMENT CODE, SECTION 3100, TITLE 1, DIVISION 4, CHAPTER 4.

States that public employees are disaster service workers, subject to such disaster service activities as may be assigned to them by their superiors or by law. The term "public employees" includes all persons employed by the state or any county, city, city and county, state agency or public district, excluding aliens legally employed.

The law applies to public school employees in the following cases:

- When a local emergency is proclaimed.
- When a state of emergency is proclaimed.
- When a federal disaster declaration is made.

The law has two ramifications for School District employees:

1. It is likely that public school employees are pressed into service as Disaster Service Workers by their superiors, and may be asked to do jobs other than their usual duties for periods exceeding their normal working hours.
2. When pressed into disaster service, employees' Workers' Compensation Coverage becomes the responsibility of state government (OES), but their overtime pay is paid by the school. These circumstances apply only when a local or state emergency is declared. States that (the Governor's Office of Emergency Services has stated) inadequately trained school staff render school officials potentially liable for acts committed or omitted by school staff acting within the scope of their training during or after a disaster. (Sub Sections 835-840.6). It requires that school districts be prepared to respond to emergencies using SEMS. (Section 8607, the Petris Bill).

CALIFORNIA CIVIL CODE, CHAPTER 9, SECTION 1799.102

It provides for "Good Samaritan Liability" for those providing emergency care at the scene of an emergency. ("No person, who, in good faith and not for compensation, renders emergency care at the scene of an emergency, shall be liable for any civil damages

resulting from any act or omission. The scene of an emergency shall not include emergency departments and other places where medical care is usually offered.")

PUBLIC AGENCY USE OF SCHOOL BUILDINGS FOR EMERGENCY SHELTERS

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

AFTER SCHOOL PROGRAM

The after-school program staff is trained annually in regard to disaster response. The District maintains a full-time After School Program Manager, who oversees safety training and disaster preparedness for the program. The After School Program Manager ensures that the following safety components are addressed within the after-school program environment:

- Elements of a safe and orderly environment
- Emergency evacuation procedures
- Student release procedures
- Incident Command Team responsibilities
- Child abuse reporting
- Rules, expectations and consequences
- Non-discrimination and harassment reporting

TRAINING

All staff are trained annually in regard to disaster procedures within the Comprehensive School Safety Plan and the District's Emergency Operations Plan. The school conducts monthly safety drills for fire and earthquake. The school also conducts a lockdown security drill at a minimum of once yearly within the first month of school under the direction of the School Resource Officer.

FOR DISASTER PLAN PROTOCOLS AND PROCEDURES (SEE APPENDICES).

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

The Oxnard School District Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5)

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to himself/herself or others. (Education Code 48915)

The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be specified in administrative regulation.

Suspended or expelled students shall be excluded from all school-related extracurricular activities during the suspension or expulsion.

STUDENT DUE PROCESS

The board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in administrative regulation and law. (Education Code 48911, 48915, 48915.5)

ALTERNATIVES TO SUSPENSION / OPTIONS

All schools within the Oxnard School District may establish a suspension program, which involves progressive discipline during the school day on campus, conferences, detention, student study team, referral to support services staff and/or other resources including District.

REQUIRED PARENTAL ATTENDANCE

The teacher of the class from which the student was suspended may require the parent/caregiver to attend a portion of a school day in the classroom in coordination with the principal and in accordance with all related policies/regulations for implementing this school suspension option.

DEFINITIONS

Suspension from school means removal of a student from ongoing instruction for adjustment purposes.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision of school personnel.

NOTICE OF REGULATIONS

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Education Code 35291.5, 48900.1, 48980)

Notification shall include information about the availability of individual school rules and all district policies and regulations pertaining to student discipline. (Education Code 35291)

GROUND FORS SUSPENSION AND EXPULSION

Students may be subject to suspension or expulsion for committing any of the acts listed below:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
- (2) Willfully used force or violence upon the person of another, except in self-defense.
- b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
- c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
- d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco, or tobacco products.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
- l) Knowingly received stolen school property or private property.
- m) Possessed an imitation firearm.
- n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
- o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
- r) Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:
 - (1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:
 - (A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
 - (B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
 - (C) Causing a reasonable pupil to experience substantial interference with his or her academic performance.
 - (D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.
 - (2) (A) "Electronic act" means the transmission, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication.
 - (i) A message, text, sound, or image.
 - (ii) A post on a social network Internet Web site including, but not limited to:

- (I) Posting to or creating a burn page. "Burn page" means an Internet Web site created for the purpose of having one or more of the effects listed in paragraph (1).
- (II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
- (III) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

(B) Notwithstanding paragraph (1) and subparagraph (A), an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

(3) "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs

s) Aided or abetted the infliction or attempted infliction of physical injury.

E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.

E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.

E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.

E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

MANDATORY RECOMMENDATION FOR EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be in violation of Education Code 48915(a)(1), unless the principal determines that alternative means of correction would address the conduct.

(a)(1)(A) Causing serious physical injury to another person, except in self-defense.

(a)(1)(B) Possession of a knife, or other dangerous object of no reasonable use to the pupil.

(a)(1)(C) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).

(a)(1)(D) Robbery or extortion.

(a)(1)(E) Assault or battery upon any school employee.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be in violation of Education Code 48915(c). Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))

2. Brandishing a knife as defined in Education Code 48915(g) at another person.

3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.

4. Committing or attempting to commit a sexual assault.

5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts, which may involve the possession or sale of narcotics or of a controlled substance, or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c)

or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION

Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

BULLYING

CALIFORNIA STATE LAW REGARDING BULLYING

Right to Safe Schools. All students and staff of public primary, elementary, junior high, senior high schools, and community colleges, colleges, and universities have the inalienable right to attend campuses which are safe, secure and peaceful.

AB 9 – Seth's Law

Requires schools to establish policies to prevent bullying and to address and be responsive to complaints about bullying.

- Requires school districts to include in its non-discrimination policy a detailed list where discrimination, harassment, intimidation, and bullying are prohibited under existing law—actual or perceived sexual orientation, gender, gender identity expression, race or ethnicity, nationality, religion, disability, or association with a person or group with one or more of these actual or perceived characteristics.
- Requires each school districts non-discrimination policy to describe the district's procedure for addressing discrimination and harassment complaints; and be publicized in places for student and parental access.
- School districts are to strengthen professional development curricula for teachers, school counselors, and administrators with instruction on identifying and stopping discrimination and harassment and creating a school-wide culture of inclusion and respect for differences.

AB 746 - Cyber bullying.

Existing law, the Interagency School Safety Demonstration Act of 1985, defines bullying as one or more acts of sexual harassment, hate violence, or intentional harassment, threats, or intimidation, directed against school district personnel or pupils, committed by a pupil or group of pupils. Under existing law, bullying, including bullying committed by means of an electronic act, as defined, is a ground on which suspension or expulsion may be based. This bill would specify that an electronic act for purposes of the act includes a post on a social network Internet Web site.

AB 1156 – Bullying In Schools

Redefines California anti-bullying law by expanding the definition of bullying and linking it to academic achievement. It will also strengthen policies and procedures to reduce bullying in schools and keep students safe.

- Requires training of school site personnel in the prevention of bullying
- Links bullying to academic achievement
- Gives victims of bullying priority for school transfer, if requested
- Encourages school districts and county offices of education to include policies and procedures on the prevention of bullying in the school safety plan

OXNARD SCHOOL DISTRICT BOARD POLICY 5131.2

Bullying

The Board of Trustees recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

Cyberbullying includes the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Strategies for bullying prevention and intervention shall be developed with involvement of key stakeholders in accordance with law, Board policy, and administrative regulation governing the development of comprehensive safety plans and shall be incorporated into such plans.

Bullying Prevention

To the extent possible, district and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and strategies to establish a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for perpetrators of bullying.

The district may provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies.

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias.

Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When appropriate, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators. He/she also may involve school counselors, mental health counselors, and/or law enforcement.

Complaints Procedures

The Board hereby designates the following position to handle complaints regarding bullying and inquiries regarding the district's bullying policies:

Assistant Superintendent, Human Resources and Support Services
1051 South A Street
Oxnard, CA 93030
(805) 385-1501 ext. 2050

Any student who feels that he/she has been subjected to bullying should immediately contact the Coordinator, the principal, or any other staff member. Any student or school employee who observes an incident of bullying should report the incident to the Coordinator or principal, whether or not the victim files a complaint.

Upon receiving a complaint of bullying, the Coordinator shall immediately investigate the complaint in accordance with site-level complaint procedures specified in AR 1312.3- Uniform Complaint Procedures.

The Superintendent or designee shall ensure that the student handbook clearly describes the district's bullying policy, procedures for filing a complaint regarding bullying, and the resources that are available to students who feel that they have been the victim of bullying. The district's policy may also be posted on the district website or any other location that is easily accessible to students.

When a student is reported to be engaging in bullying off campus, the Assistant Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.

When a student uses a social networking site or service to bully or harass another student, the Assistant Superintendent or designee shall file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

Discipline

Any student who engages in bullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion, in accordance with district policies and regulations. Alternative means of correction will be considered where appropriate, as required by Education Code section 48900.5

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.

- (a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 or Section 48915 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.
- (b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.
- (c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision a is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.
- (d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.
- (e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

CURREN SCHOOL DRESS POLICY

All students at Curren will be held to the Curren School Dress Policy. Clothing should not disrupt the natural flow of the classroom and/or school activities. Students who violate the dress policy will be requested to fix inappropriate clothing, by changing into appropriate clothing. Students can change into loaners, or call a parent or guardian to have appropriate clothing items brought to school and change, to adhere to the dress code policy. Repetitive dress code violations will result in disciplinary action. In accordance with Oxnard School District Policy 8145 AP, the purpose of dress standards shall be to ensure a safe and secure environment in which to offer a quality education.

Curren students should dress in clothing, footwear and accessories that promote and maintain an academically-oriented school atmosphere.

Curren dress policy is based upon the principle that the standard of dress and grooming is primarily the responsibility of the parents and students. Dress or appearance should not disrupt the education of others.

Clothes should be neat, clean, and be of good taste. Apparel which draws undue attention to the wearer is inappropriate and disrupts learning.

The following will be strictly adhered to:

DRESS CODE

"Gang-Related apparel is defined as apparel that reasonably can be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus.

California Education Code Title V, Section 302: A pupil who goes to school without proper attention having been given to personal cleanliness or neatness of dress, may be sent home to be properly prepared for school, or shall be required to prepare himself for the schoolroom before entering.

Students may not wear clothing or hairstyles that will be disruptive to the educational process."

The Curren School Dress Policy is based upon the principle that the standard of dress and grooming is primarily the responsibility of the parents and students. One's dress and appearance should not disrupt the education of others. Schools have the authority under State law to restrict the wearing of clothes, which could be considered to be "gang" attire.

Curren School Dress Policy DOES NOT ALLOW THE FOLLOWING:

1. Backless footwear, flip-flops, slippers or sandals.
2. Exposed undergarments.
3. Clothing or jewelry deemed provocative, disruptive, or hazardous to the health or safety of the wearer.
4. Baggy pants.

5. Over-sized clothing is inappropriate and must not create a safety hazard during physical activity.
6. Skirts and shorts above the mid thigh.
7. Torn pants with tear(s) above the mid thigh.
8. Clothing, jewelry, and personal items with obscene or offensive drawings, and writing or pictures depicting alcohol, drugs, sex, racism, or violence.
9. Gang-related apparel of any kind.
10. Halter tops, crop tops, or spaghetti straps.
11. Hats or head coverings with logos and/or writing. No hats or head coverings worn indoors (with the exception of those worn in religious observance).
12. Professional team attire (Cowboys, White Sox, Raiders, etc.)

Exceptions to dress code can only be made for medical, health reasons, and/religious beliefs.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

Curren School is a closed campus facility. All gates which provide access to the classrooms and other rooms, except the main office, remain locked during regular hours. All visitors must check in and sign in at the front office to enter the school property, this includes after school hours.

Students enter school from one of two gates on F Street or G Street. These gates are only open before school (7:30 am-8:10 am) and at dismissal (2:20-2:45 pm). Dismissal for students in grades 1-5 is at 2:24 pm Monday, Tuesday, Thursday, Friday. Dismissal for students in grades 6-8 is at 2:28 pm. On Wednesdays, K dismisses at 12:32, 1st-5th dismisses at 1:25 and 6-8 students dismisses at 1:34. For minimum days, dismissal for students in K-5 is at 11:55 am and 6-8 at 11:45 am. Campus supervisors and administrators leave the gates open at dismissal until 12:15 pm for minimum days. The regular school day for kindergarten is from 8:10-1:34 pm.

Campus supervisors and school administrators are located at all gates during arrival and dismissal for all grade levels. Parents are aware that there is no supervision before 7:30 am and after the gates close at the end of the day. School office hours are from 7:30 AM to 4:00 PM Monday through Friday. Students not participating in after school activities are to leave campus immediately. There are crossing guards at both F Street and G Street in the morning and at dismissal. School staff frequently communicates with the Oxnard Police Department regarding concerns with traffic, safety, and parking.

There is one area for bus drop-off and pick-up. This location is on F street.

Upon arriving at school, students are to immediately come onto campus. Students are only allowed to enter and exit through the gates at arrival and dismissal times. The tardy bell for students in grades 6-8 is at 8 am. The tardy bell for students in K-5 is at 8:10 am. If the student arrives after the tardy bell, the student must check into the office prior to going to the classroom. The student will receive an excused/unexcused tardy slip, then will be directed to the classroom. A truant tardy will be marked when the student arrives 30 minutes or more after the school's start time without a valid excuse. Adults who are not employees are not allowed on campus at any time without first checking in at the office, signing in and obtaining a visitor's badge. All adults picking up students before regular dismissal are required to be on the student's emergency card, be of 18 years of age, and produce a valid ID. Students may leave campus, prior to dismissal; if parents, guardians, or persons designated parents/guardians (and are on the emergency card) pick up students from school. Persons picking up students during the day must present a valid ID, be 18 years of age, notes on the emergency contact information, and sign the student(s) out of the office.

Parents/Guardians are asked to provide emergency contact information for their children at the beginning of the year, and are asked to make updates as soon as possible when contact information changes.

Parents/Guardians are responsible to provide the school with legal/custodial paperwork regarding a student. The legal documents are attached to the student's emergency card and will be followed accordingly.

When a student is absent, the parent or guardian needs to notify the school through a written note or phone call to the office within 72 hours of the absence. Excused absences include illness, medical/dental appointments, court appearances (for students), religious observations, or death of an immediate family member. The following are considered trancies:

1. Being absent from school without the knowledge and consent of the parent/guardian/school.
2. Leaving the school grounds during the day without permission.

3. Staying out of class without permission.

The safety committee meet and assess the needs of the school in regards to safe ingress and egress of students and staff. The School Safety Committee works collaboratively with all stakeholders; parents, teachers and students, and concerns and recommendations are considered when making changes to improve student/campus safety. Parents/Guardians are asked to provide emergency contact information for their children at the beginning of the year and are asked to make updates as soon as possible when contact information changes. Parents/guardians are responsible to provide the school with legal/custodial paperwork regarding a student. The legal documents are attached to the student's emergency card and will be followed accordingly.

Staff continuously monitors the safety of all students upon arrival and dismissal from school, including the bus stops, and throughout the school day, following established routines and procedures.

Curren School will adjust ingress and egress procedures and protocols for emergency circumstances, such as the COVID-19 pandemic, as outlined in the District's Emergency Operations Plan (EOP) and in accordance with Ventura County Health Guidelines.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

Positive School Climate (PBIS)

Element:

Schoolwide Positive Behavior Support System

Opportunity for Improvement:

The expectations for students and staff are reinforced on a daily basis. Admin and Staff review the implementation of CHAMPS in classrooms and on school premises to monitor procedures and to address areas that need improvement. The components of the Schoolwide Positive Behavior Support System will be adjusted to meet the procedures and protocols for emergency circumstances, such as the COVID-19 pandemic, as outlined in the District's Emergency Operations Plan (EOP) and in accordance with Ventura County Health Guidelines.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Continue the implementation of a comprehensive Schoolwide Positive Behavior Support System that is founded in CHAMPS to reduce the behaviors resulting in office referrals for violent/bullying behaviors.	<ol style="list-style-type: none"> 1. Continue to develop and implement the CHAMPS program at Curren School. 2. Conduct school wide training on the plan. 3. Implement the behavior support plan. 4. Create a progressive and fair discipline policy. 5. Communicate rules and specific behavioral expectations to students. 6. Discipline assemblies at the start of the school year and throughout the year, as needed. 7. Introduce use of Restorative Practices/Community Circles. 8. Supporting teachers who need additional guidance with classroom management through mentoring and through the PBIS team. 	CHAMPS books, handouts and posters, workshops facilitated by Ventura County Office of Education and Oxnard School District, PBIS (PAWS) Committee	Principal Assistant Principal ORC School Counselor Leadership Team PBIS Team Mentor Teachers	Office Referrals will be reduced Teacher / Staff survey Classroom walkthroughs
Train Campus Assistants, and After School program staff in School-wide Positive Behavior Support System that is founded in CHAMPS.	<ol style="list-style-type: none"> 1. Hold regular meetings/training with Campus Assistants. 2. Hold regular meetings with after school program staff (ASP). 	CHAMPS books, handouts and posters.	Principal Assistant Principal	Observations Meeting Agendas Office Referrals Campus Assistant surveys
Disseminate safe school plan to all stakeholders.	<ol style="list-style-type: none"> 1. Parent meetings to discuss safe school plan and school-wide positive behavior system (School Site Council, ELAC & Coffee with The Principal) 2. School rules and procedures are also documented in the school handbook. This is also published online at Curren school's website. 	CHAMPS handouts and posters. Presentations will be done at meetings: School Site Council, ELAC, PTA, and/or Coffee with the Principal.	Principal Assistant Principal ORC	Meeting agendas

Objectives	Action Steps	Resources	Lead Person	Evaluation
School Counselor provides students with social-emotional support in areas of conflict resolution	<ol style="list-style-type: none"> 1. Counselor sets up small groups to support students in developing social-emotional and conflict resolution skills. 2. Counselor will participate in restorative justice/community circles. 	Counselor	Counselor Teachers Principal Assistant Principal	Counselor keeps documentation of students social skills development.
Strengthen Home-School Connections through Family Nights/Events in order to help students feel connected to the school and feel an ownership of the school.	<ol style="list-style-type: none"> 1. Create Welcome Back events at beginning of school year such as a Back to School Night and throughout the year. 2. Increase family nights such as the Dia de los Muertos Event and Reading Night. 3. All call reminders and flyers for ELAC, PTA, SSC and Coffee with the Principal. 	Principal Assistant Principal Counselor Staff PTA Flyers	Administration Teachers	Family attendance sign in sheets Parent Feedback
After school clubs (Art, At-Risk Tutoring, Robotics, Intramural Sports Teams, After School Program, Hip Hop Mindset)	<ol style="list-style-type: none"> 1. Create list of clubs that align with school vision and school goals - both for enrichment and intervention. 2. Recruit staff to lead clubs. 3. Provide necessary resources so clubs can operate effectively (i.e. - equipment for After School Program and Intramural Sports , art supplies). 4. Club promotion, notification and selection process 	Administration Teachers	Staff	Attendance Sheets Student Feedback/Survey
Support students with more intense social-emotional needs	Provide NCPI Training for teachers, admin, and support staff in the Special Education Department.	District Behavior Specialist Special Education Teachers	District Behavior Specialist	Completion of the NCPI Training

Component:

School's Safe Physical Environment

Element:

Safe School Environment

Opportunity for Improvement:

Ensure the facility is a safe environment and in safe working order. Note and report any problems or items that need to be fixed/changed. Communicate regularly with Oxnard Police Department and discuss areas that need improvement. Receive Input from stakeholders during monthly meetings.

The components of the Safe School Environment will be adjusted to meet the procedures and protocols for emergency circumstances, such as the COVID-19 pandemic, as outlined in the District's Emergency Operations Plan (EOP) and in accordance with Ventura County Health Guidelines.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Ensure the facility is in safe working order.	1) Conduct regular walkthroughs for facility conditions. 2) Submit and monitor facility work orders.	Safety Forms Work Orders	Administration Lead Custodian	Walkthrough reports Work orders
Communicate Safety Plan to the community.	1) Disseminate safe school plan to all stakeholders via parent meetings (School Site Council, Coffee with the Principal, ELAC).	Safe School Plan Emergency Operations Plan	Administration	Agendas Feedback from stakeholders Attendance sheets
Ensure a closed campus, safe from intruders.	1) Active shooter and threat assessment training for all staff. 2) Lock-down drills. 3) Ensure gate locks are working properly and locked daily. 4) Ensure all visitors sign in and out properly in Main Office.	Oxnard Police Department is available for support.	Administration Lead Custodian Office Staff	Feedback from OPD Lock-down drill forms
Ensure a safe and orderly environment throughout campus	1) Supervision at arrival, during recess, lunch breaks and dismissal. 2) Maintain a safe and clean environment for staff, students and visitors. 3) Provide safe playground equipment, buildings, and walkways.	Administration Staff OSD Facilities Department Custodians Campus Assistants	Administration Staff Custodian	Decrease the number of accidental injuries

Objectives	Action Steps	Resources	Lead Person	Evaluation
Ensure traffic safety at drop off and dismissal	1) Send out reminders to parents to follow all traffic laws 2) Work with city officials to get signage put up as a visual for parents 3) Work with Risk Management to improve what procedures we have in place. 4) Have all Campus Assistants be trained in cross walking 5) Work with Walk n Rollers to also educate our students and parents on safe ways to travel to and from school.	Administration Oxnard City Officials Risk Management Campus Assistants	Administration	Newsletters Connect Ed Messages Signage throughout the school perimeter Feedback from stakeholders

Component:

Disaster Preparedness

Element:

School Safety

Opportunity for Improvement:

Ensure all staff and students are prepared in case of an emergency. Conduct safety drills with debriefing opportunities. Receive Feedback from the Oxnard Police Department to make any necessary changes. The components of the Disaster Preparedness Plan will be adjusted to meet the procedures and protocols for emergency circumstances, such as the COVID-19 pandemic, as outlined in the District's Emergency Operations Plan (EOP) and in accordance with Ventura County Health Guidelines.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Students know what to do in case of emergency such as fire, earthquake, or lockdown.	1) Monthly drills	Disaster drill handouts, fully equipped emergency backpacks and emergency buckets.	Principal Assistant Principal	Teacher reports Lockdown/ Fire drill reports Feedback from staff when debriefing
Communicate Safety Plans to the community.	1) Disseminate safe school plan to all stakeholders via parent meetings (ELAC, School Site Council, Coffee with The Principal)	Presentations will be done at meetings: school site council, ELAC, and/or Coffee with the Principal.	Principal Assistant Principal	Agendas Feedback from Stakeholders
Ensure emergency operations plan is updated and communicated to staff.	1. Hold monthly drills: disaster, fire, and lockdown drills. 2. Train staff and teachers on their responsibilities and stations during a disaster. 3. Hold an active shooter training with all staff.	Emergency Operations Plan	Principal Assistant Principal Safety /Disaster Committee	OPD Feedback Teacher Reports
Keep inventory of emergency supplies ready for use in the classroom (emergency backpacks and lock down buckets).	1) Assistant Principals check all staff backpacks for emergency supplies and materials inventory and replenish any expired supplies and materials.	Assistant Principals Safety Committee	Principal Assistant Principal Safety Committee	Inventory of supplies ordered for emergency backpacks
Keep inventory of emergency supplies ready for use in emergency storage bins.	Assistant Principals check the emergency supplies and materials inventory in the emergency bins and replenish any expired supplies and materials.	Assistant Principals Safety Committee	Principal Assistant Principal Safety Committee	Inventory of supplies ordered for emergency backpacks
Keep door magnets in use throughout the school year to give classrooms the ability to quickly lock down in an emergency.	Assistant Principals check and make sure that door magnets are consistently used in every classroom.	Assistant Principals Safety Committee Staff	Principal Assistant Principals Safety Committee Teachers Support Staff	Inventory of door magnets
Improve communication throughout the school in case of an emergency	1. Provide every building with a walkie talkie 2. Provide staff with code to do all call	Admin	Admin	Inventory of walkie talkies

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Curren School K-8 Student Conduct Code

PURPOSE

Curren School's rules and procedures were developed and adopted in accordance with California Education Code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas.

GUIDELINES FOR SUCCESS:

Be Safe
Be Responsible
Be Respectful

All students at Curren School will conduct themselves in a manner that is Safe, Responsible, and Respectful. We want our students to develop a sense of our school's core values:

Perservance
Accountability
Integrity
Respect

BELIEFS

We believe our rules and procedures will:

- Provide a starting point for behavior and conduct expected.
- Provide a framework of expectations, rewards and consequences so we can be consistent and fair in disciplining students.
- Promote overall school safety and security for each student.
- Demonstrate our agreement and commitment to developing self-discipline and responsible youth.
- Provide opportunities for students and parents to participate with school faculty, staff and administration in ensuring the highest possible instructional climate.
- Promote knowledge and teach behavior which will help students become self-respecting, successful and contributing adults.

PHILOSOPHY

A student's education is dependent upon a "team" effort involving the student, parents and school personnel. Each member of the team has specific responsibilities which must be met if the educational experience is to have the greatest positive results. Students, parents and teachers are encouraged to maintain an ongoing dialogue about the standards for personal conduct in relation to life at school. We want to be an extraordinary place of safety and positive opportunity for everyone. These expectations apply whether attending in person or via Distance Learning.

Expectations of Students

- Attend school on time, everyday.
- Come to school ready to learn.
- Know and follow school rules and regulations.
- Be courteous and respectful to school personnel, fellow students and the public in general.
- Behave in such a way that it does not disrupt the learning of others.
- Respect public and private property.

- Communicate regularly with teachers and parents about school experiences, to receive the necessary support and assistance.

Expectations for Parents

- Assure that your child is in school and on time each day.
- Assure that your child is appropriately prepared for school (dress, nutrition and sleep).
- Be responsible for the pupil's behavior.
- Be respectful to all school staff.
- Teach the pupil respect for the law and the rights of others.
- Visit your school periodically and participate in conferences as called and attend informational meetings.
- Know the district, school and classroom rules and regulations and be supportive of your school.
- Help your child to learn self-control and responsibility.

Expectation for Teachers

- Provide learning experiences appropriate for each student.
- Consistently enforce classroom rules and district rules and policies.
- Communicate on a regular basis with parents concerning their child's progress.
- Be available to parents for conference.
- Continually improve professional competencies in matters of student control and discipline.
- Develop enthusiasm for learning through experiences that are interesting and relevant to pupils.

Expectations for Administrators

- Inform students and parents about school district discipline standards.
- Consistently monitor classroom, school and district rules and policies.
- Counsel with students and parents regarding disciplinary matters.
- Provide professional growth experiences which will assist staff in increasing competencies for student control and discipline.
- Provide leadership that will establish, encourage and promote teaching and effective learning.

Basic School Rules: We Are Safe, We Are Responsible, We Are Respectful

- Attend school regularly.
- Be on time.
- Be prepared for class.
- Treat others with respect, care and consideration.
- Promptly obey school authorities without argument.
- Conserve and protect school and private property.
- Engage in activities without "body contact."
- Follow all school and playground rules and expectations.
- Use appropriate language.
- Follow district dress/uniform standards.
- Use class time wisely.
- Work quietly without disturbing others.
- Respect the rights of others.
- Complete all assignments on time.
- Follow other rules which may be adopted in individual classrooms.

Consequences:

- Student may be counseled by their teacher, administrator, counselor, or staff member.
- Parents can be notified in writing, phone call, or other classroom communication system by the teacher or administrator.
- After counseling, students can lose privileges and may receive consequences for repeated infractions.
- Continued infractions may require a parent conference with the student's teacher and/or principal.
- Serious infractions may result in immediate suspension and/or recommendation for expulsion.

Positive Reinforcements:

- Incentives are used to promote positive and exemplary student conduct. Students can earn Cougar PAWS tickets when they are being safe, responsible, and respectful. Students collect and cash in Cougar PAWS tickets for prizes at the student store.
- Students also participate in a raffle to earn prizes.

Evaluation and Feedback:

- Referral forms are turned in to report incidents and student discipline. Administration / or staff complete and return referrals with notes indicating what actions were taken.
- Monthly PAWS meetings are conducted to review procedures, discuss focus areas, and review teacher feedback forms they have received in regards to student behavior and / or concerns.

GENERAL

Education Code 44807: Every teacher in the public schools shall hold Pupils to a strict account for their conduct on the way to and from school, on the playgrounds, or during recess. A teacher, vice principal, principal, or any other certificated employee of a school district, shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of his duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning.

CONDUCT CODE PROCEDURES

The school rules and procedures were developed and adopted in accordance with California education code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas.

(J) Hate Crime Reporting Procedures and Policies

In order to create a safe learning environment for all students, the Board of Trustees desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual based on his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the teacher and Principal. Upon receiving such a complaint, the Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 - Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation. Students are expected to respect all others while on school grounds or while participating in school activities. Any student engaging in hate-motivated behavior will be subject to the school discipline policies in accordance with the district policies and guidelines.

Safety Plan Review, Evaluation and Amendment Procedures


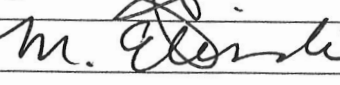


A Safety Committee is created every school year. The purpose of the committee is to review the Safety Plan and make any necessary changes and adjustments in order to ensure the safety of students and staff members. The Safety Plan is shared with stakeholders, and feedback is gathered to make any necessary changes. All changes are brought to the attention of the entire staff and stakeholders at meetings. The plan is reviewed in February, approved by the School Site Council, and updated on March 1st.

Comprehensive School Safety Plan SB 187 Compliance Document

2022-2023 School Year

School: James Driffill Elementary School
CDS Code: 56725386055271
District: Oxnard School District
Address: 910 South E Street
 Oxnard, CA 93030
Date of Adoption: February 15, 2023
Date of Review: -with Staff
 January 11, 2022
 -with Law Enforcement
 January 2023
 -with Fire Authority
 January 2023

Reviewed by:

Name	Title	Signature	Date
Javier Tapia	Principal		12/12/22
Michelle Styring	Assistant Principal		12/12/22
Mary Elisondo	Assistant Principal	M. Elisondo	12/12/22
	Oxnard Police Department Representative		
	Fire Department Representative		
Miriam Cervantes	School Site Council Representative		12/12/2022
Diana Reyes	After School Program Coordinator		12/12/22
Rosie Rabago	Classified Staff Representative	Rosie J. Rabago	12/13/22

Comprehensive School Safety Plan SB 187 Compliance Document

2022-2023 School Year

School: James Driffill Elementary School
CDS Code: 56725386055271
District: Oxnard School District
Address: 910 South E Street
 Oxnard, CA 93030
Date of Adoption: February 16, 2022
Date of Review: -with Staff
 January 11, 2022
 -with Law Enforcement
 -with Fire Authority

Reviewed by:

Name	Title	Signature	Date
Javier Tapia	Principal		
Michelle Styring	Assistant Principal		
Mary Elisondo	Assistant Principal		
<i>Luis M. Arzate</i>	Oxnard Police Department Representative	<i>Luis M. Arzate</i>	<i>2/6/23</i>
<i>SCOTT BREWER</i>	Fire Department Representative	<i>S. Brewer</i>	<i>1/30/23</i>
Miriam Cervantes	School Site Council Representative		
Diana Reyes	After School Program Coordinator		
Rosie Rabago	Classified Staff Representative		



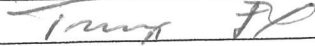
Name	Title	Signature	Date
Maricela Valerio	Primary Grades Teacher Representative		12/16/22
Rosa Manray	Middle Grades Teacher Representative		2/3/23
Tim Fox	Lead Custodian		2-2-23

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Senate Bill 187: Comprehensive School Safety Plan Purpose

Effective January 1, 2019, Assembly Bill 1747 (Rodriguez), School Safety Plans, became law. This bill requires that during the writing and development of the comprehensive school safety plan (CSSP), the school site council or safety committee consult with a fire department and other first responder entities in addition to currently required entities. It requires the CSSP and any updates made to the plan to be shared with the law enforcement agency, the fire department, and the other first responder entities.

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

- Assessment of school crime committed on school campuses and at school-related functions
- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy (electronic or paper) of the Comprehensive School Safety Plan is provided yearly to the following:

- School staff
- Parents
- After-school program staff
- Oxnard Police Department
- Oxnard Fire Department
- Early Childhood Education staff
- Volunteer Coaches

A copy of the Comprehensive School Safety Plan is available for review online at www.oxnardsd.org or in the James Driffill Elementary School's office.

COVID-19 PANDEMIC INFORMATION FOR 2022 – 2023 SCHOOL YEAR

For the most up-to-date information concerning our COVID-19 protocols, feel free to visit the following websites:

Oxnard School District @ www.oxnardsd.org

Ventura County Department of Public Health @ www.vhca.org
Center for Disease Control and Prevention @ www.cdc.gov

Safety Plan Vision

At Driffill Elementary School, we believe all students deserve an education that incorporates a comprehensive curriculum, requiring critical thinking and the use of educational technology, where a safe environment, safety and climate are regularly addressed and reviewed. We believe students should be actively involved in a respectful, caring, safe and cohesive educational community.

Components of the Comprehensive School Safety Plan (EC 32281)

James Driffill Elementary School Safety Committee

Javier Tapia Principal
Mary Elisondo, Assistant Principal
Michelle Styring, Assistant Principal
Marisela Valerio, Primary Representative
Diana Reyes, After School Program Coordinator
Liliana Medrano, Middle School Representative
Rosie Rabago, Classified Representative
Miriam Cervantes, School Site Council Representative
Tim Fox, Lead Custodian
Oxnard Police Department Representatives
Fire Department Representative- Emergency Services Manager

Assessment of School Safety

Members of the Safety Committee continuously conduct a series of security and safety inspections of the campus, specifically considering health and safety regulations outlined by the state of California and Ventura County Department of Public Health. The committee has considered safe entry and exits of students, staff, and visitors at all times of the day.

The Principal and Oxnard Police conducted a security inspection of the campus at the beginning of the year. The Principal and the Lead Custodian also conduct monthly safety checks and inspections. Minor changes (such as repairs) are made immediately. In contrast, when relevant, major changes are recommended to the site leadership team for discussion and planning with stakeholders, including staff and parent groups. When a major change is made, all stakeholders are informed of the change through verbal and/or written communication.

To ensure that students engage in safe behavior, the school implements a Positive Behavioral Interventions and Supports (PBIS) system and a schoolwide protocol that communicates positive behavior expectations for in-person or distance learning participation. Driffill and OSD provide necessary positive behavior management training for staff. Students are held to high behavior expectations, and teachers reinforce expected behaviors in their classrooms. A progressive discipline system is applied when expectations are not met following a positive behavior intervention protocol.

The safety committee meets regularly to review all safety and security procedures, including health and wellness procedures. The committee makes recommendations and enacts changes as necessary. Members of the Driffill safety committee review and discuss procedures to be followed by students and staff during emergencies and also conducts an annual inventory of emergency equipment and replace supplies as needed, including emergency buckets and emergency classroom backpacks. The Emergency Operation Plan and School Safety Plans are reviewed and discussed annually. During in-person learning, the Principal conducts schoolwide safety drills, including a schoolwide evacuation drill. The Oxnard Police Department is present for the whole school evacuation drill.

The committee also reviews school data, including office referrals, attendance rates, suspension and expulsion rates, and local law enforcement juvenile crime data. These findings are shared annually with stakeholders during staff meetings and at parent committee meetings. Property damage and other safety issues related to facilities are reported to the administration and are resolved by the lead custodian or through the OSD Facilities Department work order process.

The Risk Management Department from the District conducts a safety inspection of the campus and recommends necessary changes. Changes are implemented by either school personnel or district personnel.

The Oxnard Traffic Police are called periodically to observe the traffic patterns during arrival and dismissal to ensure drivers obey traffic laws and parking regulations.

Adults who are not employees of OSD are not allowed on campus at any time without checking in at the office, completing the Covid-19 screening process, and obtaining a visitor's badge. All visitors signing out a student must show a valid I.D. and be listed as an approved adult for student check-out.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

The following strategies and programs are consistent with California educational code 32281 and reflect the school's commitment to safety within the following areas:

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

GENERAL

As stated in the Board Policy (BP 5141.4), "District employees shall report known or suspected incidence of child abuse in accordance with district regulations and state law. Employees shall fully cooperate with the child protective agencies responsible for reporting, investigating and prosecuting cases of child abuse."

When an employee suspects child abuse, the employee shall immediately meet and discuss the situation with a school counselor or an administrator. Information will be noted (name of person making report, name of child, present location of child, nature and extent of injury, and all other pertinent information.) At that time the counselor or administrator will assist the employee in making a call to Children and Family Services (654-3200) or the local Police Department (Oxnard 385-7600, Sheriff's Dept. 654-2311). The counselor or administrator will make note of time, date and name of official contacted. The employee will then complete and mail the required written report to the local Children and Family services agency. The counselor or assistant principal will notify the principal.

Employees (mandated reporters) have absolute immunity and are not liable for filing a required report. If a mandated reporter does not wish to disclose his/her identity to a district administrator, he/she shall at least provide or mail a copy of the written report to the district without his/her signature or name after making the required call to Children and Family Services or appropriate law enforcement agency. Mandated reports of sexual activity must be reported to either the Department of Children and Family Services (DCFS) or to the appropriate police jurisdiction. This information will then be cross-reported to the other legal agency.

School manager either mails or faxes over the completed abuse form to CFS within 36 hours of the report. School office manager gives a copy to principal and to the Oxnard School District Superintendent.

SEXUAL ACTIVITY

Child abuse laws change from time to time. Should you suspect that a student is engaged in unlawful sexual activity, please consult with the school social worker and campus officer to determine if particular provisions under this section are current and in effect.

- a. Involuntary sexual activity is always reportable.
- b. Incest, even if voluntary, is always reportable. Incest is a marriage or act of intercourse between parents and children; ancestors and descendants of every degree; brothers and sisters of half and whole blood and uncles and nieces or aunts and nephews. (Family Code §2200).
- c. Voluntary Sexual Activity may or may not be reportable. Even if the behavior is voluntary, there are circumstances where the behavior is abusive, either by Penal Code definition or because of an exploitative relationship, then this behavior must be reported. If there is reasonable suspicion of sexual abuse prior to the consensual activity, the abuse must be reported.

Reportable Sexual Activity if a Child is 14 Years of Age and:

- a. Partner is younger than 14 years old, but there is a disparity in chronological or maturational age or indications of intimidation, coercion or bribery or other indications of an exploitative relationship.
- b. Partner is 14 years or older lewd & lascivious acts committed by a partner of any age partner is alleged spouse and over 14 years of age.

Reportable Sexual Activity if the Child is 14 or 15 years and:

- a. There is unlawful sexual intercourse with a partner older than 14 but less than 21 years of age and there is no indication of abuse or evidence of an exploitative relationship. There is unlawful sexual intercourse with a partner older than 21 years

- b. There is lewd and lascivious acts committed by a partner more than 10 years older than the child is.
- c. The partner is the alleged spouse and over 21 years of age

Reportable Sexual Activity if the Child is 16 or 17 years and:

- a. The partner is less than 14 years of age
- b. There is unlawful sexual intercourse with a partner older than 14 and there is evidence of an exploitative relationship
- c. The partner is the alleged spouse and there is evidence of an exploitative relationship

Reportable Sexual Activity if the Child is under 18 years:

- a. Sodomy, oral copulation, penetration of a genital or anal opening by a foreign object, even if consensual, with a partner of any age.

Not Reportable Sexual Activity:

- a. Child is 14 years or younger and partner is younger than 14 years and of similar age or maturational age. Sexual behavior is voluntary and consensual. There are no indications of intimidation, coercion, bribery, or other indications of an exploitative relationship.
- b. Unlawful sexual intercourse of a child 14 to 15-years old with a partner older than 14 and less than 21 years of age and there is no indication of abuse or evidence of an exploitative relationship.
- c. Unlawful sexual intercourse with a child 16 or 17 years with a partner older than 14 and there is no indication of an exploitative relationship.

Mandated reports of sexual activity must be reported to either the Department of Children and Family Services (DCFS) or to the appropriate police jurisdiction. This information will then be cross-reported to the other legal agency.

STAFF TRAINING

All Oxnard School District staff who work with students are trained annually in regard to child abuse. New employees are trained upon being hired. Employees receive training on their legal obligation under law regarding mandated reporting. Employees also receive training to recognize signs and symptoms of child abuse.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

GENERAL

This Plan addresses the Oxnard School District's responsibilities in emergencies associated with natural disaster, human-caused emergencies and technological incidents. It provides a framework for coordination of response and recovery efforts within the District in coordination and with local, State, and Federal agencies. The Plan establishes an emergency organization to direct and control operations at all sites during a period of emergency by assigning responsibilities to specific personnel. This Plan:

- Conforms to the Federally mandated National Incident Management System (NIMS), State mandated Standardized Emergency Management System (SEMS) and effectively restructures emergency response at all levels in compliance with the Incident Command System (ICS).
- Establishes response policies and procedures, providing Oxnard School District clear guidance for planning purposes.
- Describes and details procedural steps necessary to protect lives and property.
- Outlines coordination requirements.
- Provides a basis for unified training and response exercises to ensure compliance.

OBJECTIVES

- Protect the safety and welfare of students, employees and staff.
- Provide for a safe and coordinated response to emergencies.
- Protect the District's facilities and properties.
- Enable the District to restore normal conditions with minimal confusion in the shortest time possible.
- Provide for interface and coordination between sites and the District Emergency Operations Center (EOC).
- Provide for interface and coordination between sites and the County or city EOC in which they reside.
- Provide for the orderly conversion of pre-designated District sites to American Red Cross shelters, when necessary.

Schools are required by both federal statute and state regulation to be available for shelters following a disaster. The American Red Cross (ARC) has access to schools in damaged areas to set up their mass care facilities, and local governments have a right to use

schools for the same purposes. This requires close cooperation between school officials and ARC or local government Representatives, and should be planned and arranged for in advance.

In an Emergency Building Evacuation, all employees will:

- Upon emergency alert, secure work area and depart/report to assigned area.
- Perform duties as pre-assigned by the Principal in cooperation with emergency services personnel.
- DO NOT re-enter the building without permission or request of emergency service authorities.
- Remain in the general assembly areas and calm students if not assigned another duty.
- When signaled to re-enter safe areas of the school, quickly do so.
- Upon safe re-entry, report anything amiss to the Operations Chief.

In an Emergency Building Evacuation, teachers will also:

- Upon alert, assemble students for evacuation using designated routes and account for all students.
- Secure room.
- If possible, leave a note on the door advising where the class evacuated to if other than the standard assembly area.
- Upon arrival at the assembly area, account for all students.
- Secure medical treatment for injured students.
- Report any students missing or left behind because of serious injuries.
- Stay with and calm students.
- If signaled to re-enter school, assure students do so quickly and calmly.
- Account for all students.
- Check room and report anything amiss to the Team Leader and/or Operations Chief.
- Debrief students to calm fears about the evacuation.

In an Emergency Campus Evacuation:

If it is necessary to evacuate the entire campus to another school or relief center, the Principal will:

- Notify the Superintendent of the Campus Evacuation.
- Cooperate with emergency authorities in enlisting students/staff with cars to help transport evacuees.
- Direct the evacuation, assure all students/staff are accounted for as they depart and arrive.

Dismissal of students from the school shall be governed by the emergency procedures outlined in this procedure guide and consistent with the Initial Response System. However, this policy does not preclude the exercise of professional judgment by an administrator when the circumstances of the situation indicate dismissal to be in the best interest of the student.

- Each teacher MUST KEEP THE REGISTER OR ENROLLMENT SHEET OF PUPILS READILY AVAILABLE AT ALL TIMES. The teacher will remain with students until directed otherwise.
- In the absence of orders from the superintendent, each school principal is authorized and directed to implement plans as described herein or take such other action as may be necessary to save lives and mitigate the effects of disasters.
- During an emergency period or condition created by disaster, occurrence students may only be released to parent, guardian or other adult specified on the Emergency Data Card. THERE SHALL BE NO EXCEPTIONS TO THIS POLICY.

Emergency Announcements will be provided on the following radio stations:

AM Radio Stations:

KTNQ-AM 1020 "Univision America" Spanish
KNX-AM 1070 "KNX 1070 Newsradio"
KUNX-AM 1400 "La Super X" Spanish
KKZZ-AM 1520 "La Voz" Spanish
KVTA- AM 1590 "Ventura's Talk Authority"

FM Radio Stations:

KCRU-FM 89.1 "Public Radio for Southern California"
KIND-FM 94.1 "Radio Indigena 94.1" Spanish / Mixteco
KXLM-FM 102.9 "Radio Lazer 102.9 FM" Spanish

CALIFORNIA EMERGENCY SERVICES ACT (CHAPTER 7, DIVISION 1, TITLE 2, CALIFORNIA GOVERNMENT CODE)

The Act provides the basic authorities for conducting emergency operations following a proclamation of Local Emergency, State of Emergency, or State of War Emergency by the Governor and/or appropriate local authorities, consistent with the provisions of this Act.

CALIFORNIA GOVERNMENT CODE, SECTION 3100, TITLE 1, DIVISION 4, CHAPTER 4.

States that public employees are disaster service workers, subject to such disaster service activities as may be assigned to them by their superiors or by law. The term "public employees" includes all persons employed by the state or any county, city, city and county, state agency or public district, excluding aliens legally employed.

The law applies to public school employees in the following cases:

- When a local emergency is proclaimed.
- When a state of emergency is proclaimed.
- When a federal disaster declaration is made.

The law has two ramifications for School District employees:

1. It is likely that public school employees are pressed into service as Disaster Service Workers by their superiors, and may be asked to do jobs other than their usual duties for periods exceeding their normal working hours.
2. When pressed into disaster service, employees' Workers' Compensation Coverage becomes the responsibility of state government (OES), but their overtime pay is paid by the school. These circumstances apply only when a local or state emergency is declared. States that (the Governor's Office of Emergency Services has stated) inadequately trained school staff render school officials potentially liable for acts committed or omitted by school staff acting within the scope of their training during or after a disaster. (Sub Sections 835-840.6). It requires that school districts be prepared to respond to emergencies using SEMS. (Section 8607, the Petris Bill).

CALIFORNIA CIVIL CODE, CHAPTER 9, SECTION 1799.102

It provides for "Good Samaritan Liability" for those providing emergency care at the scene of an emergency. ("No person, who, in good faith and not for compensation, renders emergency care at the scene of an emergency, shall be liable for any civil damages resulting from any act or omission. The scene of an emergency shall not include emergency departments and other places where medical care is usually offered.")

PUBLIC AGENCY USE OF SCHOOL BUILDINGS FOR EMERGENCY SHELTERS

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

AFTER SCHOOL PROGRAM

The after-school program staff is trained annually in regard to disaster response. The District maintains a full-time After School Program Manager, who oversees safety training and disaster preparedness for the program. The After School Program Manager ensures that the following safety components are addressed within the after-school program environment:

- Elements of a safe and orderly environment
- Emergency evacuation procedures
- Student release procedures
- Incident Command Team responsibilities
- Child abuse reporting
- Rules, expectations and consequences
- Non-discrimination and harassment reporting

TRAINING

All staff are trained annually in regard to disaster procedures within the Comprehensive School Safety Plan and the District's Emergency Operations Plan. The school conducts monthly safety drills for fire and earthquake. The school also conducts a lockdown security drill at a minimum of once yearly within the first month of school under the direction of the School Resource Officer.

FOR DISASTER PLAN PROTOCOLS AND PROCEDURES (SEE APPENDICES).

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

The Oxnard School District Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5)

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to himself/herself or others. (Education Code 48915)

The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be specified in administrative regulation.

Suspended or expelled students shall be excluded from all school-related extracurricular activities during the suspension or expulsion.

STUDENT DUE PROCESS

The board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in administrative regulation and law. (Education Code 48911, 48915, 48915.5)

ALTERNATIVES TO SUSPENSION / OPTIONS

All schools within the Oxnard School District may establish a suspension program, which involves progressive discipline during the school day on campus, conferences, detention, student study team, referral to support services staff and/or other resources including District.

REQUIRED PARENTAL ATTENDANCE

The teacher of the class from which the student was suspended may require the parent/caregiver to attend a portion of a school day in the classroom in coordination with the principal and in accordance with all related policies/regulations for implementing this school suspension option.

DEFINITIONS

Suspension from school means removal of a student from ongoing instruction for adjustment purposes.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision of school personnel.

NOTICE OF REGULATIONS

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Education Code 35291.5, 48900.1, 48980)

Notification shall include information about the availability of individual school rules and all district policies and regulations pertaining to student discipline. (Education Code 35291)

GROUNDINGS FOR SUSPENSION AND EXPULSION

Students may be subject to suspension or expulsion for committing any of the acts listed below:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
- (2) Willfully used force or violence upon the person of another, except in self-defense.
- b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
- c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.

- d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
 - e) Committed or attempted to commit robbery or extortion.
 - f) Caused or attempted to cause damage to school property or private property.
 - g) Stole or attempted to steal school property or private property.
 - h) Possessed or used tobacco, or tobacco products.
 - i) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - l) Knowingly received stolen school property or private property.
 - m) Possessed an imitation firearm.
 - n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - r) Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:
 - (1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one of more pupils that has or can be reasonably predicted to have the effect of one or more of the following:
 - (A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
 - (B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
 - (C) Causing a reasonable pupil to experience substantial interference with his or her academic performance.
 - (D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.
 - (2) (A) "Electronic act" means the transmission, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication.
 - (i) A message, text, sound, or image.
 - (ii) A post on a social network Internet Web site including, but not limited to:
 - (I) Posting to or creating a burn page. "Burn page" means an Internet Web site created for the purpose of having one or more of the effects listed in paragraph (1).
 - (II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (III) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 - (B) Notwithstanding paragraph (1) and subparagraph (A), an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
 - (3) "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs
 - s) Aided or abetted the infliction or attempted infliction of physical injury.
- E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.
- E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

- E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.
- E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
- E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

MANDATORY RECOMMENDATION FOR EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be in violation of Education Code 48915(a)(1), unless the principal determines that alternative means of correction would address the conduct.

- (a)(1)(A) Causing serious physical injury to another person, except in self-defense.
- (a)(1)(B) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(1)(C) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(1)(D) Robbery or extortion.
- (a)(1)(E) Assault or battery upon any school employee.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be in violation of Education Code 48915(c). Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee’s concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts, which may involve the possession or sale of narcotics or of a controlled substance, or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student’s suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL’S DISCRETION IN RECOMMENDING EXPULSION

Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has “latitude of choice within certain legal bounds.” When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

BULLYING

CALIFORNIA STATE LAW REGARDING BULLYING

Right to Safe Schools. All students and staff of public primary, elementary, junior high, senior high schools, and community colleges, colleges, and universities have the inalienable right to attend campuses which are safe, secure and peaceful.

AB 9 – Seth’s Law

Requires schools to establish policies to prevent bullying and to address and be responsive to complaints about bullying.

- Requires school districts to include in its non-discrimination policy a detailed list where discrimination, harassment, intimidation, and bullying are prohibited under existing law—actual or perceived sexual orientation, gender, gender identity expression, race or ethnicity, nationality, religion, disability, or association with a person or group with one or more of these actual or perceived characteristics.
- Requires each school districts non-discrimination policy to describe the district’s procedure for addressing discrimination and harassment complaints; and be publicized in places for student and parental access.
- School districts are to strengthen professional development curricula for teachers, school counselors, and administrators with instruction on identifying and stopping discrimination and harassment and creating a school-wide culture of inclusion and respect for differences.

AB 746 - Cyber bullying.

Existing law, the Interagency School Safety Demonstration Act of 1985, defines bullying as one or more acts of sexual harassment, hate violence, or intentional harassment, threats, or intimidation, directed against school district personnel or pupils, committed by a pupil or group of pupils. Under existing law, bullying, including bullying committed by means of an electronic act, as defined, is a ground on which suspension or expulsion may be based. This bill would specify that an electronic act for purposes of the act includes a post on a social network Internet Web site.

AB 1156 – Bullying In Schools

Redefines California anti-bullying law by expanding the definition of bullying and linking it to academic achievement. It will also strengthen policies and procedures to reduce bullying in schools and keep students safe.

- Requires training of school site personnel in the prevention of bullying
- Links bullying to academic achievement
- Gives victims of bullying priority for school transfer, if requested
- Encourages school districts and county offices of education to include policies and procedures on the prevention of bullying in the school safety plan

OXNARD SCHOOL DISTRICT BOARD POLICY 5131.2

Bullying

The Board of Trustees recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

Cyberbullying includes the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Strategies for bullying prevention and intervention shall be developed with involvement of key stakeholders in accordance with law, Board policy, and administrative regulation governing the development of comprehensive safety plans and shall be incorporated into such plans.

Bullying Prevention

To the extent possible, district and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and strategies to establish a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for perpetrators of bullying.

The district may provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies.

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias.

Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When appropriate, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators. He/she also may involve school counselors, mental health counselors, and/or law enforcement.

Complaints Procedures

The Board hereby designates the following position to handle complaints regarding bullying and inquiries regarding the district's bullying policies:

Assistant Superintendent, Human Resources and Support Services
1051 South A Street
Oxnard, CA 93030
(805) 385-1501 ext. 2050

Any student who feels that he/she has been subjected to bullying should immediately contact the Coordinator, the principal, or any other staff member. Any student or school employee who observes an incident of bullying should report the incident to the Coordinator or principal, whether or not the victim files a complaint.

Upon receiving a complaint of bullying, the Coordinator shall immediately investigate the complaint in accordance with site-level complaint procedures specified in AR 1312.3- Uniform Complaint Procedures.

The Superintendent or designee shall ensure that the student handbook clearly describes the district's bullying policy, procedures for filing a complaint regarding bullying, and the resources that are available to students who feel that they have been the victim of bullying. The district's policy may also be posted on the district website or any other location that is easily accessible to students.

When a student is reported to be engaging in bullying off campus, the Assistant Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.

When a student uses a social networking site or service to bully or harass another student, the Assistant Superintendent or designee shall file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

Discipline

Any student who engages in bullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion, in accordance with district policies and regulations. Alternative means of correction will be considered where appropriate, as required by Education Code section 48900.5

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Driffill Admin will meet with individual teachers who have any potential students who are identified as dangerous.

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.

- (a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 or Section 48915 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.

- (b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.
- (c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision a is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.
- (d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.
- (e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Every staff member at Drifill is mandated to complete a course on Sexual Harassment and the District/State Policies.

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

Gang-related apparel is defined as apparel that reasonably can determine to threaten the health and safety of the school environment if it were worn or displayed on a school campus. There must be at least five inches between the bottom of a student's shorts and the top of their socks. Clothing should not be of extreme size, should not sag, and must fit the student appropriately. Gang affiliation with sports teams and colors is also inappropriate for school.

California Education Code Title V, Section 302: A pupil who goes to school without proper attention to personal cleanliness or neatness of dress may be sent home to be properly prepared for school or be required to prepare themselves for the schoolroom before entering.

The dress code policy aims to ensure a safe and secure environment where students can benefit from a quality education. Students may not wear clothing or hairstyles that will disrupt the educational process.

All students at Driffill will be held to the school dress code policy. Students who violate the dress code policy will be requested to resolve the issue by changing into appropriate clothing. During in-person learning, students can call parents or guardians to bring appropriate clothing and change and adhere to the school's dress code policy. If and When participating in distance learning, students who do not comply with the dress code policy will be sent to the waiting room during a synchronous session and instructed to change to adhere to the dress code. The teacher or a school administrator will notify the student's parent/guardian.

The school dress codes are regularly reviewed by the School Site Council and/or the School Safety Committee following the board of education policies.

1. Shoes must be worn at all times. Sandals must have heel straps. Flip Flops or backless shoes are not acceptable.
2. Clothing, jewelry, and personal items (backpacks, fanny packs, gym bags, water bottles, etc.) shall be free of writing, pictures, or any other insignia which are crude, vulgar, profane, or sexually suggestive, which bear drug, alcohol or tobacco company advertising, promotions, and likeness, or which advocate racial, ethnic, or religious prejudice or are affiliated with gangs.
3. Hats, caps, and other head coverings shall not be worn indoors.
4. Clothes shall be sufficient to conceal undergarments at all times. See-through or fishnet fabrics, halter tops, off-the-shoulder or low-cut tops, bare midriff, and skirts or shorts shorter than mid-thigh are prohibited.
5. Gym shorts should not be worn in classes other than physical education.
6. Shorts that stop between mid-calf and knees worn with long socks are considered gang attire and may not be worn.
7. Hair shall be clean and neatly groomed. Hair may not be sprayed by any coloring that would drip when wet.
8. Students may not wear clothing or hairstyles that will disrupt the educational process.
9. Piercings and jewelry must allow full participation in all school events, with student safety as the priority.

The exception to dress code can only be made for medical, health reasons, and/or religious beliefs.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

The safety Committee continuously assesses the school's needs regarding the safe ingress and egress of students and staff. When working collaboratively with all stakeholders, parent concerns and ideas are considered when making changes to improve student/campus safety.

During the 22-23 school year, all staff must complete a Covid-19 screening process when feeling ill before entering the campus. The Covid-19 screening procedures are developed and reviewed by the OSD Risk Management Department. Students enter and exit campus through grade-level-specific gates to reduce overcrowding and contact.

During the current 22-23 school year, all staff. Are required to report any COVID-19-positive cases and follow the district protocol as provided by OSD Risk Management.

Parents/Guardians are asked to provide emergency contact information for their children at the beginning of the year. They are asked to update as soon as possible when contact information changes. Parents/Guardians are responsible for providing the school with legal/custodial paperwork regarding a student. The legal documents are attached to the student's emergency card and will be followed accordingly.

The Principal will send a phone message to all parents to update and to explain any changes for ingress and egress for the week through Blackboard. CANVAS is also used to inform staff, parents, and students.

CLOSED CAMPUS

Driffill K-8 is a closed campus, and parents who do not have school business are not allowed on the campus at the beginning of the school day and must comply with specific procedures for dismissal. Staff continuously monitor the safety of all students upon arrival and dismissal from school, including at the bus stops and throughout the school day.

All parents, guardians, and visitors with school business must enter through the main office on 9th and E Streets. All are required to obtain a visitor's badge and to check in and out while on campus during school hours. Persons signing a student out for the day must be an adult, 18 years or older, show a valid picture I.D., and be listed on the student's emergency card.

SCHOOL HOURS

The regular student day during in-person learning is from 8:10 a.m. to 2:44 pm. Kindergarten hours are from 8:15 - 1:37, Grades 1-5 8:15-2:30, and Grades 6-8 8:10 - 2:44. This school year, Driffill is Banking hours for early release of students on Wednesdays, in-person learning hours for is from 8:15-12:37 for TK-Kindergarten, 8:15-1:30 for First- Fifth Grade, and 8:10-1:44 pm for Grades 6-8th.

For minimum days, the school begins at 8:10 am, Middle School (6-8th) will dismiss at 11:58, and Primary Students (TK-5th) will dismiss at noon.

In an emergency school closure, school hours and schedules are subject to change.

Parents dropping students off at school know that supervision IS NOT available before 7:45 am. School office hours are 7:30 a.m. to 4:00 p.m

There are crossing guards at the intersections of Ninth Street, E Street, Wooley Ave., and E Street in the morning and afternoon hours.

Once arriving at school, students are to immediately come onto the campus at the designated entry gates and move to their line-up area. For the 22-23 school year, students must follow all OSD and Ventura County Department of Public Health guidelines. Under no circumstances are students to leave the campus to pick up friends, go to locations other than the school campus, or loiter outside campus gates. Gates are locked after the bell and are not opened again until dismissal. Preschool and Kindergarten entrances and exits follow specific, scheduled times for ingress and egress.

Students not participating in after-school activities are to leave campus immediately by leaving with their parents, walking, or riding a bus. Loitering is prohibited. Students whose parents fail to pick them up after school are walked to the office, and parents are called. Parents are then requested to sign students out.

TARDY/LATE POLICY

A student is considered tardy to class if he/she is not in his/her seat when the bell rings.

- If a student is late in the morning (after 8:10 a.m (6-8th) or after 8:15 (TK-5th.), he/she must report to the office for a late slip and then go quickly to class.
- A student is considered truant tardy at 8:40 a.m. *A Truant Tardy is when students arrive at school 30 minutes late. When a student is determined to have excessive truant tardies, he /she may be assigned office detention, and a parent/student conference with school officials will be held to sign an Attendance Contract to foster improved attendance.
- An “excused tardy” will be assigned when parents have called the school with a valid excuse, such as a doctor or dentist’s appointment. Please bring copies of doctor/dental notes.
- Oversleeping, missing the bus, etc., are not valid reasons for an “excused tardy.”
- If a student is habitually late or absent from school, various measures may be taken, including an alternate placement and referral to SARB (School Attendance Review Board).

TRUANCY POLICY

Being truant means the student is in a location where neither his/her parent nor teacher has given him/her permission to be. Truancy violates the California Education Code and includes consequences ranging from requiring parents to attend parenting classes to fines levied on parents.

The following are considered truantries:

- Being absent from school without a valid reason and parental permission.
- Leaving school grounds during the day without permission.
- Staying out of class without permission.
- If a student is habitually late or absent from school, various measures may be taken, including an alternate placement and referral to SARB (School Attendance Review Board).

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

Positive School Climate:

At Driffill School we have high expectations for all students, parents, and staff. Classrooms, playground, and all school activities follow positive behavior standards and rules with appropriate social expectations. Driffill School implements and supports a Positive Behavior Intervention System (PBIS).

Element:

School-Wide Positive Behavior Support:

We review all school rules and expectations with students and parents during class time, at discipline assemblies, at parent meetings and at Back to School Night. Rules and expectations are communicated and shared by phone, by digital newsletters, and parent meetings held virtually.

Opportunity for Improvement:

Meet regularly to review safety and behavioral concerns, to develop procedures to support positive behavior and to provide appropriate training. Information is provided to parents, students, and staff.

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Continue implementation of schoolwide implementation of PBIS systems	Assemblies (virtual or in person) Daily Implementation Team Leads meet and share information PBIS Committee Needs Assessments	Handouts Posters Teacher Trainings Needs Assessments Student Incentives	Principal, Assistant Principals, PBIS Team and Staff	Classroom Visits Staff meeting feedback Data collected from office referrals
2) Improve classroom management	Survey Teacher Needs Provide teacher training at staff meetings Teach, clarify and support school-wide positive behavior expectations for students Classroom peer observations Admin conduct classroom observations	Expectations presentations Expectations info graphics Driffill 3R posters (digital and printed) Teacher surveys PBIS funding for release time	Principal, Assistant Principal, and PBIS Team	Staff meeting agendas Feedback and Survey Data from observations Expectation presentations and graphics Feedback from Parents Feedback from Students
3) Increase student engagement	Define engagement expectations for students, parents Revise School-wide Attendance Incentive Program to support return to in-person learning Identify and outreach disengaged students Provide parent workshops	Updated Incentive Program ORC School Funding for incentives Recognition Certificates	ORC PBIS Team Attendance clerk	Engagement Data Attendance Data Staff Feedback Weekly Bulletins Student and Parent Feedback Home visit log Communication logs

Objectives	Action Steps	Resources	Lead Person	Evaluation
4) Ongoing Staff training and implementation of PBIS evidence-based classroom practices	Provide training at certificated and classified staff meetings Identify monthly "focus practice" as a staff Admin provide focus practice-specific feedback from observations Admin conduct classroom observations	PBIS evidence-based practice documents Feedback form	Principal, Assistant Principal, PBIS Team	Staff Meeting Agendas Observation Feedback Forms and Data
5) Improve School culture/climate	Survey student needs Provide students with appropriate supports in response to Panorama Surveys. Conduct observations in the areas students have desired a need. Identify and outreach students based on student survey. Provide workshops for students, staff, parents based on survey findings.	ORC School Counselors SEL Lessons Check-in/Check out systems	School Counselors Site Administration PBIS Team ORC	Data collection Panorama Surveys conducted through out the year. Student surveys Teacher/Staff Surveys Observations

Component:

School's Safe Physical Environment:

Element:

Safe and Healthy School Environment

Opportunity for Improvement:

Continue to Implement Covid-19 protocol as directed by District Risk Management and the recommendation of CDC.

Continue to receive, relate and address community concerns

Reintroducing PBIS Playground Procedures

Reinforcing PBIS across the school

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Continue to implement response and communication plans for positive Covid-19 cases among students	<p>Continue to implement action plans from OSD Risk Management and Nursing Staff including reporting to VCPH.</p> <p>Follow system of communicating positive case to staff and families</p> <p>Continue to implement system of communicating with the families of Covid-positive students</p>	<p>OSD Communication plans</p> <p>PPE</p> <p>Attendance tracking document that can be shared among admin, health tech and district nurse</p>	Principal, Assistant Principals, Site Health Tech, Nurse	Parent Feedback Staff Feedback Attendance Spreadsheet
2) Articulate and implement site procedures to mitigate the spread of Covid-19.	<p>Model healthy practices and procedures</p> <p>Purchase and distribute essential materials as needed (PPE, plexiglass, signage)</p> <p>Communicate procedures and protocol in a variety of ways</p> <p>Model healthy practices and procedures</p> <p>Review site-based procedures regularly and communicate updates</p>	Updated information from Risk Management Department, signage, Risk management guidelines for sites, Health and safety presentations	Principal, Assistant Principals, Custodians, Risk Management	Classroom and workspace walk throughs Assess effectiveness of procedures Meeting agendas Staff Feedback Parent Feedback District staff review of site procedures
3) Ongoing review of safety protocol, procedures and practices to adapt to changing environment.	<p>Monitor district and local information</p> <p>Communicate changes to families, staff, and stakeholders</p>	<p>Blackboard / ConnectEd messages</p> <p>Weekly bulletins</p>	Principal, Assistant Principals, Office Staff	Site communications including bulletins, agendas Staff Feedback Parent Feedback
4) Reinforce/Reintroduce PBIS expectations and playground rules.	<p>Reintroduce Playground procedures and expectations.</p> <p>Reteach school sections and expectations for each area.</p>	PBIS Team A-frames with rules PBIS resources	Principal, Assistant Principals, PBIS Team, Campus Supervisors, Teachers	PBIS team evaluations.

Objectives	Action Steps	Resources	Lead Person	Evaluation
5) Campus Assistance will be prepared and equip to deal with student behaviors.	<p>Weekly meetings with campus assistance will be conducted to review student behaviors, and behavior referral process as well as reporting.</p> <p>PD will be scheduled and offered to campus assistances to address various areas pertaining to student supports, behaviors, and discipline.</p>	<p>Outside presenters, such as SALUS District Training CHAMPS and PBIS WALKIE- Talkie codes and etiquette Weekly Campus Supervisor meetings with Admin</p>	Principal, Assistant Principal, Campus Supervisors	Weekly check-ins for
6) Ensure a safe and closed campus	<p>Continue to provide a secure closed campus. Gates are locked and supervised through the school day.</p> <p>Communication procedures and expectations are reviewed and practiced with staff. Protocol for Lockdowns and threats are communicated and reviewed with staff.</p> <p>Mandatory Threat Assessment/Active Assailant trainings are given yearly to all campus staff members.</p>	<p>Walkie -talkie codes and etiquette Weekly meetings Campus supervisor representative on the Safety Committee Video's/training by Oxnard Police Department</p>	Principal, Assistant Principal, Campus Supervisors	

Component:

Disaster Preparedness:

At Driffill School we have developed a complete Disaster Preparedness Plan. We have reviewed it with our staff and at different parent meetings: ELAC, Café Con Padres, Faculty Leadership meetings and School Site Council. Our goal is to make sure that students and staff are safe at all times and that there is a plan in place when any unfortunate situation may occur.

Element:

School Safety:

We have developed our plan as a team and have reviewed all the components. Safety materials and bags are continuously replenished. All staff know their position and are trained in their roles in case of a disaster/emergency.

Opportunity for Improvement:

Site based response (see examples below):

Provide regular updates and review at meetings.
 Continue to receive, relate, and address all community concerns.
 Train all personnel as needed.
 Purchase materials as needed to replenish supplies after use.

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Review and update safety plan and emergency maps yearly.	Meet yearly to update the school safety plan. Update emergency maps with new staff names and update changed room assignments	Meet with leadership and safety committee. Maps	Principal, Assistant Principals, and staff	Submit Safety Plan for Board Approval. Updated copy of map and plan
2) Review with all stakeholders - students, parents, and staff.	Establish meetings and timelines with the different stakeholders to review and get input for the updated plan.	Meeting agendas. Draft copies of plan	Principal and Assistant Principals	All agendas are online for review.
3) Train new staff on emergency and disaster preparedness procedures and provide for the need to update certifications.	Enroll staff in training that is needed. Schedule meeting time to train new staff	Emergency trainings and certificate programs	Principal, Assistant Principals, and staff	List of those who are trained and certified. Meeting agenda from new staff training
4) Work with the District to get on-going and new directives to link the District to the Site Plans.	Attend all meetings as scheduled.	Review all notes and emails from the District.	District Office, HR, Principal, Assistant Principals, and staff	Completed Safety Plan aligned to the District's plan.
5) Conduct regular safety drills	Schedule several dates for drills Communicate drill dates to Oxnard PD and Oxnard Fire	School calendar	Principal, office manager	Safety drill documentation submitted to OSD leadership
6) Review classroom emergency supplies	Inventory supplies in all classroom emergency buckets and backpacks. Add updated documents to each emergency binder Order supplies as needed	inventory list, emergency supplies for replenishment, updated copies of emergency documents	Assistant Principals, Office manager	Teacher Feedback

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

James Driffill Elementary School Student Conduct Code



PURPOSE

The Driffill community strives to be Rams who are Respectful, Responsible, and Remain in the Growth Mindset (3 R's). We have developed our school rules and procedures in accordance with California Education Code 35291.5 and Driffill's Guidelines for Success (3 R's). This document represents the collaborative efforts of teachers, parents, school staff, and the administration. These rules and procedures enhance the instructional climate and personal health and safety of all individuals on our school site. The school uses a proactive, restorative, and positive approach to managing student behavior (PBIS/CHAMPS/Restorative Justice) with clear expectations and structures in classrooms and common areas.

Our Site Goals:

We want our students to develop a sense of values and to become:

Caring Honest
Responsible Well mannered, and courteous
Respectful Knowledgeable of right and wrong
Fair Positive
Compassionate Self-disciplined

while remaining in the Growth Mindset

BELIEFS

We believe our rules and procedures will:

- Provide a starting point for behavior and conduct expected.
- Provide a framework of common expectations, rewards, and consequences for consistent and fair discipline.
- Promote overall school safety and security for each student.

- Demonstrate our agreement and commitment to developing self-disciplined and responsible youth.
- Facilitate two-way communication opportunities between families and school, ensuring a high-quality instructional climate.
- Promote knowledge and teach expectations helping students to become self-respecting, contributing, successful, and college/ready.

PHILOSOPHY

A student's education depends on a "team" effort involving the student, families, and school personnel. Each team member has specific responsibilities which must be met if the educational experience is to have the greatest positive results. Students, families, and teachers are encouraged to maintain an ongoing dialogue about the standards for personal conduct in relation to life at school. We want to be an extraordinary place of safety and an environment that fosters a positive opportunity for everyone.

Expectations of Students

- Attend school regularly and be on time for each class.
- Know and obey school rules and regulations.
- Be courteous and respectful to school personnel, fellow students, and the public in general.
- Behave in such a way that it does not disrupt the learning of others.
- Respect public and private property.

Expectations for Parents

- Assure that your child is in school and on time each day.
- Assure your child is appropriately prepared for school (charged iPad, dress, nutrition, and sleep).
- Work in partnership with the school to develop responsible student behavior.
- Teach the pupil respect for the law and the rights of others.
- Visit your school periodically and participate in conferences as called.
- Know the district, school, and classroom rules and regulations and support your school.
- Help your child to learn self-discipline.

Expectation for Teachers

- Provide learning experiences appropriate for each student.
- Consistently enforce classroom rules and district rules and policies.
- Communicate regularly with parents concerning their child's progress.
- Be available to parents for conferences.
- Continually improve professional competencies in matters of student control and discipline.
- Develop an enthusiasm for learning through experiences that are interesting and relevant to pupils.

Expectations for Administrators

- Inform students and parents about school district discipline standards.
- Consistently monitor classroom, school, and district rules and policies.
- Counsel students and parents regarding disciplinary matters.
- Provide professional growth experiences that will assist staff in increasing student control and discipline competencies.
- Provide leadership that establishes, encourages, and promotes teaching and effective learning.

Basic School Rules:

- Attend school regularly.
- Be on time.
- Be prepared for class.
- Treat others with respect, care, and consideration.
- Promptly obey school authorities without argument.
- Conserve and protect school and private property.
- Engage in activities without "body contact."
- Obey all school, playground, etc. rules.

- Use appropriate language.
- Follow district dress/uniform standards.
- Use class time wisely.
- Work quietly without disturbing others.
- Respect the rights of others.
- Complete all assignments on time.
- Follow other rules which may be adopted in individual classrooms.

Student Conduct, Concerns, and Consequences:

Student conduct, which prevents students from learning or teachers from teaching, will not be tolerated. We have established clear consequences for behavior that interferes with learning, including using social media on and off campus. Additionally, rewards for positive behavior are implemented to encourage all students to maintain appropriate personal conduct. We provide classroom instruction in personal and social skills, incorporating the teaching of school rules and making wise choices in the prevention of discipline incidents. Students learn that a consequence will result when they violate a school or classroom standard. Disruptive, disrespectful behavior or harassment will not be tolerated. Students are not to endanger others, continually disregard rules or repeatedly interfere with others' right to learn.

Note: Students may be disciplined for acts related to school activities or attendance which occur at any time, including:

- While on school grounds;
- While going to or coming from school;
- During the lunch hour, whether on or off campus;
- During, going to, or coming from a school-sponsored activity.
- While participating in Distance Learning activities and classes.

Other causes of disciplinary action:

- Deliberate littering of school premises;
- Chewing gum while at school;
- Using electronic devices during times when use is not allowed or to cause a disturbance.
- Not adhering to the school dress code;
- Making bomb threats or false fire alarms;
- Setting fires or using explosive devices which threaten or cause damage to human life or property on school grounds or at school-sponsored events;
- Habitual tardiness/truancy;
- Forging parents' signatures or school documents (CAC 306).

Consequences

After rules are taught, students may be counseled by their teacher, aide, or principal for a first and second infraction. Parents may be notified in writing and/or by telephone call for repeated infractions by the student's teacher and/or principal. After counseling, students will lose privileges and may receive detentions for repeated infractions.

Continued infractions may require a parent conference with the student's teacher and/or principal. Serious infractions may result in immediate suspension and/or recommendation for expulsion for the student.

Positive Reinforcements

Incentives are used to promote exemplary student conduct.

SCHOOL RULES AND PROCEDURES IMPLEMENTATION RESPONSIBILITIES

Expectations:

- Basic rules are reviewed with students by classroom teachers at the beginning of each year.
- Basic school rules are sent home yearly, in written form, for parental review.
- Students will be held responsible for their conduct.
- Parents will be responsible for providing and supporting an environment conducive to their child(ren)'s success.
- Teachers will cooperate with other staff in enforcing school rules and helping students understand the benefits of choosing a behavior that shows respect for other people and property.

- The principal will establish and enforce rules that conform to district procedures and foster safety and good citizenship.

EVALUATION AND FEEDBACK METHODS

Summary

Driffill staff, PBIS Team, School Site Council, and the principal will review the school rules and discipline program. These groups will consider the impact of school-wide recognition programs and their effectiveness. The number of discipline referrals and suspensions will be reviewed. All community members are encouraged to maintain an ongoing dialogue about personal conduct and school safety standards.

GENERAL

Education Code 44807: Every teacher in the public schools shall hold Pupils to a strict account for their conduct on the way to and from school, on the playgrounds, or during recess. A teacher, vice principal, principal, or any other certificated employee of a school district, shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of his duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning.

CONDUCT CODE PROCEDURES

The school rules and procedures were developed and adopted in accordance with California education code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas.

(J) Hate Crime Reporting Procedures and Policies

Oxnard School District Board Policy 5145.9- Hate-Motivated Behavior

In order to create a safe learning environment for all students, the Board of Trustees desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual based on his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the teacher and Principal. Upon receiving such a complaint, the Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 - Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation. Students are expected to respect all others while on school grounds or while participating in school activities. Any student engaging in hate-motivated behavior will be subject to the school discipline policies in accordance with the district policies and guidelines.

Safety Plan Review, Evaluation and Amendment Procedures

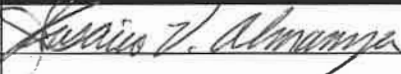
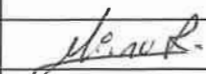
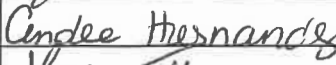
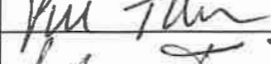

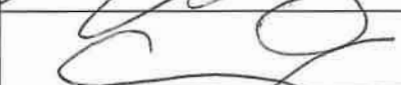

At Driffill School, the administrative team reviews the School Safety Plan and recommends edits and/or additions to stakeholders during meetings. Initial recommendations and edits are reviewed with the Leadership Team, ELAC, PBIS, Café Con Padres, Staff, School Site Council, and the School Safety Committee during the fall semester. Data are then reviewed on a monthly basis to identify and address the needs of the school as related to the Safety Plan and any further changes and recommendations are reviewed with the entire staff, parents, and community stakeholders at meetings held throughout the school year. The Safety Plan is reviewed and revised during the first semester of the school year and is approved by the Safety Committee and the School Site Council before it is submitted to the OSD board for approval in February.

Comprehensive School Safety Plan SB 187 Compliance Document

2022-2023 School Year

School: Elm Street School
CDS Code: 56725386055289
District: Oxnard School District
Address: 450 East Elm Street
 Oxnard, CA 93033
Date of Adoption: February 15, 2023
Date of Review: -with Staff
 November 2022
 -with Law Enforcement
 November 2022
 -with Fire Authority
 November 2022

Reviewed by:

Name	Title	Signature	Date
Rosario V. Almanza	Principal		11.28.2022
	Police Department Representative		
	Fire Department Representative		
Mirna Rojas	School Site Council Chair		11-28-2022
Cindee Hernandez	Teacher		11.28.2022
Jose Torres	Teacher		11.28.2022
Ruben Tirado	Lead Custodian, Classified Staff Member		12-6-22
Veronica Garcia	Counselor		11/29/22
Cinthia Rivera	After-School Program Site Coordinator		11.28.2022

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Comprehensive School Safety Plan SB 187 Compliance Document

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 November 2022

Reviewed by:

Name	Title	Signature	Date
Rosario V. Almanza	Principal		
<i>L. V. ALMANZA</i>	Police Department Representative	<i>L. V. Almanza</i>	<i>2/4/23</i>
<i>SCOTT BREWER</i>	Fire Department Representative	<i>SBrewer</i>	<i>1/30/23</i>
Mirna Rojas	School Site Council Chair		
Cindee Hernandez	Teacher		
Jose Torres	Teacher		
Ruben Tirado	Lead Custodian, Classified Staff Member		
Veronica Garcia	Counselor		
Cinthia Rivera	After-School Program Site Coordinator		

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Senate Bill 187: Comprehensive School Safety Plan Purpose

Effective January 1, 2019, Assembly Bill 1747 (Rodriguez), School Safety Plans, became law. This bill requires that during the writing and development of the comprehensive school safety plan (CSSP), the school site council or safety committee consult with a fire department and other first responder entities in addition to currently required entities. It requires the CSSP and any updates made to the plan to be shared with the law enforcement agency, the fire department, and the other first responder entities.

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

- Assessment of school crime committed on school campuses and at school-related functions
- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy (electronic or paper) of the Comprehensive School Safety Plan is provided yearly to the following:

- School staff
- Parents
- After-school program staff
- Oxnard Police Department
- Oxnard Fire Department
- Early Childhood Education staff
- Volunteer Coaches

A copy of the Comprehensive School Safety Plan is available for review online at www.oxnardsd.org or in the Elm Street School's office.

COVID-19 PANDEMIC INFORMATION FOR 2022 – 2023 SCHOOL YEAR

For the most up-to-date information concerning our COVID-19 protocols, feel free to visit the following websites:

Oxnard School District @ www.oxnardsd.org

Safety Plan Vision

Elm Street School Mission - To ensure that all students receive a high quality education from fully qualified caring teachers whose research-based practices help them connect with the 21st century expectations through the arts, sciences, and technology.

Elm Street School Vision - To establish a safe, professional bilingual learning community where educators use data to drive instruction, collaborate toward common goals, and work with families, students, and community members toward becoming successful contributing members of society, while addressing the needs of the whole child.

Staff members at Elm Street School commit to the following:

- Educate with intensity, a positive attitude, and enthusiasm with respect for students, parents, each other, and self
- Set data informed goals with high expectations for all
- Communicate and collaborate as a member of a team, being open to new ideas and reflecting on our practices
- Ensure all students have access to the curriculum
- Ensure that all students achieve grade level standards
- Maintain a safe and environmentally responsible campus

We also realize that in order to provide students with a successful and safe learning environment, we must implement a comprehensive safe school plan. This plan focuses on implementing a safe school curriculum with an emphasis on good moral character development, social skills, and camaraderie/good-fellowship. We are actively continuing the implementation of our comprehensive school-wide discipline system and CHAMPS each school year.

It is the goal of all staff at Elm Street School to provide a nurturing, safe, and secure learning environment for all students, staff, families, and community.

Components of the Comprehensive School Safety Plan (EC 32281)

Elm Street School Safety Committee

Rosario V. Almanza, Principal
Police Department Representative
Fire Department Representative
Mirna Rojas, School Site Council Chair
Cindee Hernandez, Teacher
Jose Torres, Teacher
Corina Saturnino, Literacy Intervention Teacher
Ruben Tirado, Lead Custodian: Classified Staff Member
Veronica Garcia, Counselor
Cinthia Rivera, After-School Program Site Coordinator

Assessment of School Safety

Oxnard Police Department provided an Active Assailant Video and provided Principal with a training. Principal provided Active Assailant Video to entire Staff to review prior to conducting a Priority 2 Lockdown Drill.

The Risk Management Department from the District conducts a Safety Inspection of each campus each year. A report is submitted and necessary changes are made by either school personnel or district personnel.

The Lead Custodian and the Principal conduct a monthly safety inspection and submit reports to the District Office.

Any safety issues are reported by staff to Lead Custodian and Administration as they are noticed to be handled by the Lead Custodian or through work orders to the District Office.

Office Referrals can be forwarded to site PBIS Committee for review and assessment. The PBIS team will meet as needed to ensure consistent communication. The administrator, along with the Attendance Technician and Outreach Coordinator, review site attendance rates.

The Safety Committee reviewed and discussed procedures to be followed by staff and students during emergencies.

The following strategies were discussed to address the needs of the School Safety Assessment:

- Drills

The Lead Custodian and the principal conduct monthly safety inspections. Any safety issues reported by staff to Lead Custodian and informing administration. The safety issues can then be handled by the Lead Custodian or through work orders to the district office. Monthly fire drills, quarterly earthquake drills, and quarterly lockdown drills are conducted.

- Traffic/ Safety Enforcement and Communication:

Oxnard Traffic Police are called periodically to observe the traffic patterns during arrival and dismissal to ensure drivers are obeying traffic patterns. The principal communicates with the community via meetings, letters, and Blackboard Connect-ed phone messaging system regarding reminders for safety and traffic regulations. The site safety committee meets regularly to review all safety and security procedures and make any necessary recommendations and changes.

- Repairs

Minor repairs are made immediately through the lead custodian or work orders placed through the District Office. Major changes may need to go through a process involving input from stakeholders which include the school's leadership team, safety committee, staff, and parent groups.

- Behavioral Expectations/Discipline and Consequences:

In order to ensure that students engage in safe behavior the school implements CHAMPS positive behavior support program. We are in full implementation of the CHAMPS Behavior Management System each school year at Elm Street School. We are confident that this system will continue to provide school-wide behavioral expectations, as well as discipline and consequences for all students in grades TK through 5th. We have developed school-wide rules for the cafeteria, office, restrooms, hallways, library, and assemblies. CHAMPS also has a classroom component that allows teachers the flexibility to use the spirit of CHAMPS in their classrooms, while customizing the specific rules of each teacher/class. Students are expected to follow the rules and teachers reinforce the rules in their classrooms. Consequences are applied when the expectations are not adhered to.

- **Emergency Supplies:**

We conduct an annual inventory of emergency equipment and replace supplies as needed, including emergency buckets and emergency classroom backpacks. The Emergency Operations Plan is updated annually and we have first aid supplies and a search and rescue plan in place.

- **Information/Awareness**

Through the district, staff are trained in the Emergency Operations Plan. The safety committee meets regularly to review all safety and security procedures and makes any necessary recommendations and changes.

- **Internal Security Procedures/Student Security-Closed Campus:**

We have dedicated many hours of preparation and training to developing a response to emergency situations. We have worked with our the local police department to review and practice current lockdown procedures. We have decided that practicing these lockdown procedures at minimum of three times a year will prepare students and staff for this emergency situation. We also discuss fire drills and continue to evaluate, update and implement evacuation route/gathering area where the entire student body can be monitored at the same time. It was also decided that monthly drills will keep us aware of any situations that may arise. As a staff we have also reviewed procedures for earthquakes and other natural disasters that may or may not require evacuation. We have also reviewed procedures for sign-in and identification of both district and non-district personnel sighted on campus before, during, and after school. They are asked what their needs are and given a visitor's pass so they may access the area of campus they need. Elm St. School is a closed campus. All individuals, parents, guests, and visitors are to sign-in at the school office upon arrival on site. All adults picking up students before regular dismissal are required to be on the student's emergency card, be of 18 years of age and produce a valid ID.

- **Ingress/Egress Routes:**

Security measures are implemented by having a closed campus. It was decided by staff that designated ingress and egress routes continue and a closed campus also continue to be implemented. The school site opens Fir St. gate from 7:30-8:00 a.m. to allow students access at the beginning of the school day; ingress. The front office will also be available at this time to allow parents access to campus after they have signed in and received a visitor's badge. Buses will drop off students at the Fir St. gate during this time. Buses will pick up Kindergarten students on Fir St., but first through fifth grade students will be picked up on Montrose. The same access points will be available for first through third during egress, from 2:15-2:25 pm. Fourth and Fifth grade students egress on Elm St. at Blacktop area. At Elm, we have five campus supervisors assigned to supervising and monitoring students before school, during recesses, lunches, and after school for the safety of all students.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

The following strategies and programs are consistent with California educational code 32281 and reflect the school's commitment to safety within the following areas:

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

GENERAL

As stated in the Board Policy (BP 5141.4), "District employees shall report known or suspected incidence of child abuse in accordance with district regulations and state law. Employees shall fully cooperate with the child protective agencies responsible for reporting, investigating and prosecuting cases of child abuse."

When an employee suspects child abuse, the employee shall immediately meet and discuss the situation with a school counselor or an administrator. Information will be noted (name of person making report, name of child, present location of child, nature and extent of injury, and all other pertinent information.) At that time the counselor or administrator will assist the employee in making a call to Children and Family Services (654-3200) or the local Police Department (Oxnard 385-7600, Sheriff's Dept. 654-2311). The counselor or administrator will make note of time, date and name of official contacted. The employee will then complete and mail the required written report to the local Children and Family services agency. The counselor or assistant principal will notify the principal.

Employees (mandated reporters) have absolute immunity and are not liable for filing a required report. If a mandated reporter does not wish to disclose his/her identity to a district administrator, he/she shall at least provide or mail a copy of the written report to the district without his/her signature or name after making the required call to Children and Family Services or appropriate law enforcement agency. Mandated reports of sexual activity must be reported to either the Department of Children and Family Services (DCFS) or to the appropriate police jurisdiction. This information will then be cross-reported to the other legal agency.

School manager either mails or faxes over the completed abuse form to CFS within 36 hours of the report. School office manager gives a copy to principal and to the Oxnard School District Superintendent.

SEXUAL ACTIVITY

Child abuse laws change from time to time. Should you suspect that a student is engaged in unlawful sexual activity, please consult with the school social worker and campus officer to determine if particular provisions under this section are current and in effect.

- a. Involuntary sexual activity is always reportable.
- b. Incest, even if voluntary, is always reportable. Incest is a marriage or act of intercourse between parents and children; ancestors and descendants of every degree; brothers and sisters of half and whole blood and uncles and nieces or aunts and nephews. (Family Code §2200).
- c. Voluntary Sexual Activity may or may not be reportable. Even if the behavior is voluntary, there are circumstances where the behavior is abusive, either by Penal Code definition or because of an exploitative relationship, then this behavior must be reported. If there is reasonable suspicion of sexual abuse prior to the consensual activity, the abuse must be reported.

Reportable Sexual Activity if a Child is 14 Years of Age and:

- a. Partner is younger than 14 years old, but there is a disparity in chronological or maturational age or indications of intimidation, coercion or bribery or other indications of an exploitative relationship.
- b. Partner is 14 years or older lewd & lascivious acts committed by a partner of any age partner is alleged spouse and over 14 years of age.

Reportable Sexual Activity if the Child is 14 or 15 years and:

- a. There is unlawful sexual intercourse with a partner older than 14 but less than 21 years of age and there is no indication of abuse or evidence of an exploitative relationship. There is unlawful sexual intercourse with a partner older than 21 years
- b. There is lewd and lascivious acts committed by a partner more than 10 years older than the child is.
- c. The partner is the alleged spouse and over 21 years of age

Reportable Sexual Activity if the Child is 16 or 17 years and:

- a. The partner is less than 14 years of age
- b. There is unlawful sexual intercourse with a partner older than 14 and there is evidence of an exploitative relationship
- c. The partner is the alleged spouse and there is evidence of an exploitative relationship

Reportable Sexual Activity if the Child is under 18 years:

- a. Sodomy, oral copulation, penetration of a genital or anal opening by a foreign object, even if consensual, with a partner of any age.

Not Reportable Sexual Activity:

- a. Child is 14 years or younger and partner is younger than 14 years and of similar age or maturational age. Sexual behavior is voluntary and consensual. There are no indications of intimidation, coercion, bribery, or other indications of an exploitative relationship.
- b. Unlawful sexual intercourse of a child 14 to 15-years old with a partner older than 14 and less than 21 years of age and there is no indication of abuse or evidence of an exploitative relationship.

- c. Unlawful sexual intercourse with a child 16 or 17 years with a partner older than 14 and there is no indication of an exploitative relationship.

Mandated reports of sexual activity must be reported to either the Department of Children and Family Services (DCFS) or to the appropriate police jurisdiction. This information will then be cross-reported to the other legal agency.

STAFF TRAINING

All Oxnard School District staff who work with students are trained annually in regard to child abuse. New employees are trained upon being hired. Employees receive training on their legal obligation under law regarding mandated reporting. Employees also receive training to recognize signs and symptoms of child abuse.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

GENERAL

This Plan addresses the Oxnard School District's responsibilities in emergencies associated with natural disaster, human-caused emergencies and technological incidents. It provides a framework for coordination of response and recovery efforts within the District in coordination and with local, State, and Federal agencies. The Plan establishes an emergency organization to direct and control operations at all sites during a period of emergency by assigning responsibilities to specific personnel. This Plan:

- Conforms to the Federally mandated National Incident Management System (NIMS), State mandated Standardized Emergency Management System (SEMS) and effectively restructures emergency response at all levels in compliance with the Incident Command System (ICS).
- Establishes response policies and procedures, providing Oxnard School District clear guidance for planning purposes.
- Describes and details procedural steps necessary to protect lives and property.
- Outlines coordination requirements.
- Provides a basis for unified training and response exercises to ensure compliance.

OBJECTIVES

- Protect the safety and welfare of students, employees and staff.
- Provide for a safe and coordinated response to emergencies.
- Protect the District's facilities and properties.
- Enable the District to restore normal conditions with minimal confusion in the shortest time possible.
- Provide for interface and coordination between sites and the District Emergency Operations Center (EOC).
- Provide for interface and coordination between sites and the County or city EOC in which they reside.
- Provide for the orderly conversion of pre-designated District sites to American Red Cross shelters, when necessary.

Schools are required by both federal statute and state regulation to be available for shelters following a disaster. The American Red Cross (ARC) has access to schools in damaged areas to set up their mass care facilities, and local governments have a right to use schools for the same purposes. This requires close cooperation between school officials and ARC or local government Representatives, and should be planned and arranged for in advance.

In an Emergency Building Evacuation, all employees will:

- Upon emergency alert, secure work area and depart/report to assigned area.
- Perform duties as pre-assigned by the Principal in cooperation with emergency services personnel.
- DO NOT re-enter the building without permission or request of emergency service authorities.
- Remain in the general assembly areas and calm students if not assigned another duty.
- When signaled to re-enter safe areas of the school, quickly do so.
- Upon safe re-entry, report anything amiss to the Operations Chief.

In an Emergency Building Evacuation, teachers will also:

- Upon alert, assemble students for evacuation using designated routes and account for all students.
- Secure room.
- If possible, leave a note on the door advising where the class evacuated to if other than the standard assembly area.
- Upon arrival at the assembly area, account for all students.
- Secure medical treatment for injured students.
- Report any students missing or left behind because of serious injuries.

- Stay with and calm students.
- If signaled to re-enter school, assure students do so quickly and calmly.
- Account for all students.
- Check room and report anything amiss to the Team Leader and/or Operations Chief.
- Debrief students to calm fears about the evacuation.

In an Emergency Campus Evacuation:

If it is necessary to evacuate the entire campus to another school or relief center, the Principal will:

- Notify the Superintendent of the Campus Evacuation.
- Cooperate with emergency authorities in enlisting students/staff with cars to help transport evacuees.
- Direct the evacuation, assure all students/staff are accounted for as they depart and arrive.

Dismissal of students from the school shall be governed by the emergency procedures outlined in this procedure guide and consistent with the Initial Response System. However, this policy does not preclude the exercise of professional judgment by an administrator when the circumstances of the situation indicate dismissal to be in the best interest of the student.

- Each teacher MUST KEEP THE REGISTER OR ENROLLMENT SHEET OF PUPILS READILY AVAILABLE AT ALL TIMES. The teacher will remain with students until directed otherwise.
- In the absence of orders from the superintendent, each school principal is authorized and directed to implement plans as described herein or take such other action as may be necessary to save lives and mitigate the effects of disasters.
- During an emergency period or condition created by disaster, occurrence students may only be released to parent, guardian or other adult specified on the Emergency Data Card. THERE SHALL BE NO EXCEPTIONS TO THIS POLICY.

Emergency Announcements will be provided on the following radio stations:

AM Radio Stations:

KTNQ-AM 1020 "Univision America" Spanish

KNX-AM 1070 "KNX 1070 Newsradio"

KUNX-AM 1400 "La Super X" Spanish

KKZZ-AM 1520 "La Voz" Spanish

KVTA- AM 1590 "Ventura's Talk Authority"

FM Radio Stations:

KCRU-FM 89.1 "Public Radio for Southern California"

KIND-FM 94.1 "Radio Indigena 94.1" Spanish / Mixteco

KXLM-FM 102.9 "Radio Lazer 102.9 FM" Spanish

CALIFORNIA EMERGENCY SERVICES ACT (CHAPTER 7, DIVISION 1, TITLE 2, CALIFORNIA GOVERNMENT CODE)

The Act provides the basic authorities for conducting emergency operations following a proclamation of Local Emergency, State of Emergency, or State of War Emergency by the Governor and/or appropriate local authorities, consistent with the provisions of this Act.

CALIFORNIA GOVERNMENT CODE, SECTION 3100, TITLE 1, DIVISION 4, CHAPTER 4.

States that public employees are disaster service workers, subject to such disaster service activities as may be assigned to them by their superiors or by law. The term "public employees" includes all persons employed by the state or any county, city, city and county, state agency or public district, excluding aliens legally employed.

The law applies to public school employees in the following cases:

- When a local emergency is proclaimed.
- When a state of emergency is proclaimed.
- When a federal disaster declaration is made.

The law has two ramifications for School District employees:

1. It is likely that public school employees are pressed into service as Disaster Service Workers by their superiors, and may be asked to do jobs other than their usual duties for periods exceeding their normal working hours.

2. When pressed into disaster service, employees' Workers' Compensation Coverage becomes the responsibility of state government (OES), but their overtime pay is paid by the school. These circumstances apply only when a local or state emergency is declared. States that (the Governor's Office of Emergency Services has stated) inadequately trained school staff render school officials potentially liable for acts committed or omitted by school staff acting within the scope of their training during or after a disaster. (Sub Sections 835-840.6). It requires that school districts be prepared to respond to emergencies using SEMS. (Section 8607, the Petris Bill).

CALIFORNIA CIVIL CODE, CHAPTER 9, SECTION 1799.102

It provides for "Good Samaritan Liability" for those providing emergency care at the scene of an emergency. ("No person, who, in good faith and not for compensation, renders emergency care at the scene of an emergency, shall be liable for any civil damages resulting from any act or omission. The scene of an emergency shall not include emergency departments and other places where medical care is usually offered.")

PUBLIC AGENCY USE OF SCHOOL BUILDINGS FOR EMERGENCY SHELTERS

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

AFTER SCHOOL PROGRAM

The after-school program staff is trained annually in regard to disaster response. The District maintains a full-time After School Program Manager, who oversees safety training and disaster preparedness for the program. The After School Program Manager ensures that the following safety components are addressed within the after-school program environment:

- Elements of a safe and orderly environment
- Emergency evacuation procedures
- Student release procedures
- Incident Command Team responsibilities
- Child abuse reporting
- Rules, expectations and consequences
- Non-discrimination and harassment reporting

TRAINING

All staff are trained annually in regard to disaster procedures within the Comprehensive School Safety Plan and the District's Emergency Operations Plan. The school conducts monthly safety drills for fire and earthquake. The school also conducts a lockdown security drill at a minimum of once yearly within the first month of school under the direction of the School Resource Officer.

FOR DISASTER PLAN PROTOCOLS AND PROCEDURES (SEE APPENDICES).

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

The Oxnard School District Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5)

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to himself/herself or others. (Education Code 48915)

The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be specified in administrative regulation.

Suspended or expelled students shall be excluded from all school-related extracurricular activities during the suspension or expulsion.

STUDENT DUE PROCESS

The board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in administrative regulation and law. (Education Code 48911, 48915, 48915.5)

ALTERNATIVES TO SUSPENSION / OPTIONS

All schools within the Oxnard School District may establish a suspension program, which involves progressive discipline during the school day on campus, conferences, detention, student study team, referral to support services staff and/or other resources including District.

REQUIRED PARENTAL ATTENDANCE

The teacher of the class from which the student was suspended may require the parent/caregiver to attend a portion of a school day in the classroom in coordination with the principal and in accordance with all related policies/regulations for implementing this school suspension option.

DEFINITIONS

Suspension from school means removal of a student from ongoing instruction for adjustment purposes.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision of school personnel.

NOTICE OF REGULATIONS

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Education Code 35291.5, 48900.1, 48980)

Notification shall include information about the availability of individual school rules and all district policies and regulations pertaining to student discipline. (Education Code 35291)

GROUND FOR SUSPENSION AND EXPULSION

Students may be subject to suspension or expulsion for committing any of the acts listed below:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
(2) Willfully used force or violence upon the person of another, except in self-defense.
- b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
- c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
- d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco, or tobacco products.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
- l) Knowingly received stolen school property or private property.
- m) Possessed an imitation firearm.
- n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
- o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
- r) Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:
(1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2,

48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:

- (A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
 - (B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
 - (C) Causing a reasonable pupil to experience substantial interference with his or her academic performance.
 - (D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.
- (2) (A) "Electronic act" means the transmission, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication.
- (i) A message, text, sound, or image.
 - (ii) A post on a social network Internet Web site including, but not limited to:
 - (I) Posting to or creating a burn page. "Burn page" means an Internet Web site created for the purpose of having one or more of the effects listed in paragraph (1).
 - (II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (III) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

(B) Notwithstanding paragraph (1) and subparagraph (A), an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

(3) "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs

s) Aided or abetted the infliction or attempted infliction of physical injury.

E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.

E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.

E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.

E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

MANDATORY RECOMMENDATION FOR EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be in violation of Education Code 48915(a)(1), unless the principal determines that alternative means of correction would address the conduct.

(a)(1)(A) Causing serious physical injury to another person, except in self-defense.

(a)(1)(B) Possession of a knife, or other dangerous object of no reasonable use to the pupil.

(a)(1)(C) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).

(a)(1)(D) Robbery or extortion.

(a)(1)(E) Assault or battery upon any school employee.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be in violation of Education Code 48915(c). Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts, which may involve the possession or sale of narcotics or of a controlled substance, or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION

Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

BULLYING

CALIFORNIA STATE LAW REGARDING BULLYING

Right to Safe Schools. All students and staff of public primary, elementary, junior high, senior high schools, and community colleges, colleges, and universities have the inalienable right to attend campuses which are safe, secure and peaceful.

AB 9 – Seth's Law

Requires schools to establish policies to prevent bullying and to address and be responsive to complaints about bullying.

- Requires school districts to include in its non-discrimination policy a detailed list where discrimination, harassment, intimidation, and bullying are prohibited under existing law—actual or perceived sexual orientation, gender, gender identity expression, race or ethnicity, nationality, religion, disability, or association with a person or group with one or more of these actual or perceived characteristics.
- Requires each school districts non-discrimination policy to describe the district's procedure for addressing discrimination and harassment complaints; and be publicized in places for student and parental access.
- School districts are to strengthen professional development curricula for teachers, school counselors, and administrators with instruction on identifying and stopping discrimination and harassment and creating a school-wide culture of inclusion and respect for differences.

AB 746 - Cyber bullying.

Existing law, the Interagency School Safety Demonstration Act of 1985, defines bullying as one or more acts of sexual harassment, hate violence, or intentional harassment, threats, or intimidation, directed against school district personnel or pupils, committed by a pupil or group of pupils. Under existing law, bullying, including bullying committed by means of an electronic act, as defined, is a ground on which suspension or expulsion may be based. This bill would specify that an electronic act for purposes of the act includes a post on a social network Internet Web site.

AB 1156 – Bullying In Schools

Redefines California anti-bullying law by expanding the definition of bullying and linking it to academic achievement. It will also strengthen policies and procedures to reduce bullying in schools and keep students safe.

- Requires training of school site personnel in the prevention of bullying
- Links bullying to academic achievement
- Gives victims of bullying priority for school transfer, if requested
- Encourages school districts and county offices of education to include policies and procedures on the prevention of bullying in the school safety plan

OXNARD SCHOOL DISTRICT BOARD POLICY 5131.2

Bullying

The Board of Trustees recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

Cyberbullying includes the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Strategies for bullying prevention and intervention shall be developed with involvement of key stakeholders in accordance with law, Board policy, and administrative regulation governing the development of comprehensive safety plans and shall be incorporated into such plans.

Bullying Prevention

To the extent possible, district and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and strategies to establish a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for perpetrators of bullying.

The district may provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies.

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias.

Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When appropriate, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators. He/she also may involve school counselors, mental health counselors, and/or law enforcement.

Complaints Procedures

The Board hereby designates the following position to handle complaints regarding bullying and inquiries regarding the district's bullying policies:

Assistant Superintendent, Human Resources and Support Services
1051 South A Street
Oxnard, CA 93030
(805) 385-1501 ext. 2050

Any student who feels that he/she has been subjected to bullying should immediately contact the Coordinator, the principal, or any other staff member. Any student or school employee who observes an incident of bullying should report the incident to the Coordinator or principal, whether or not the victim files a complaint.

Upon receiving a complaint of bullying, the Coordinator shall immediately investigate the complaint in accordance with site-level complaint procedures specified in AR 1312.3- Uniform Complaint Procedures.

The Superintendent or designee shall ensure that the student handbook clearly describes the district's bullying policy, procedures for filing a complaint regarding bullying, and the resources that are available to students who feel that they have been the victim of bullying. The district's policy may also be posted on the district website or any other location that is easily accessible to students.

When a student is reported to be engaging in bullying off campus, the Assistant Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.

When a student uses a social networking site or service to bully or harass another student, the Assistant Superintendent or designee shall file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

Discipline

Any student who engages in bullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion, in accordance with district policies and regulations. Alternative means of correction will be considered where appropriate, as required by Education Code section 48900.5

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.

- (a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 or Section 48915 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.
- (b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.
- (c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision a is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.
- (d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.
- (e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process."

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possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

Gang-Related apparel is defined as apparel that reasonably can determine to threaten the health and safety of the school environment if it were worn or displayed on a school campus.

California Education Code Title V, Section 302: A pupil who goes to school without proper attention having been given to personal cleanliness or neatness of dress, may be sent home to be properly prepared for school, or shall be required to prepare himself for the schoolroom before entering.

Students may not wear clothing or hairstyles that will be disruptive to the educational process.

Elm Street School Dress Policy:

All students at Elm Street School will be held to Elm Street School's dress code policy. Students who violate the dress policy will be requested to fix inappropriate clothing, call home to have proper clothing items brought to school, or change into loaners. Parents can be called at home or work to bring appropriate clothing to school and have student change, to adhere to the school's dress code policy. The purpose of the dress code policy is to ensure a safe and secure environment in which students can benefit from a quality education. The school dress codes are regularly reviewed by the School Site Council and/or the School Safety Committee following the board education policies.

The following will be strictly adhered to:

1. Students may not wear clothing or hairstyles that will be disruptive to the educational process.
2. Close toed shoes must be worn at all times. No sandals or thongs allowed for safety. Parents will be notified of exceptions ie. special school events such as promotion event.
3. Clothing, jewelry, and personal items (backpacks, fanny packs, gym bags, water bottles, etc.) shall be free of writing, pictures or any other insignia which are crude, vulgar, profane or sexually suggestive, which bare drug, alcohol or tobacco company advertising, promotions and likeness, or which advocate racial, ethnic or religious prejudice.
4. Hats, caps, and other head coverings shall not be worn indoors.
5. Clothes shall be sufficient to conceal undergarments at all times. See-through or fish-net fabrics, halter tops, off-the-shoulder or low-cut tops, bare midriffs and skirts or shorts shorter than mid-thigh are prohibited.
6. Shorts that stop between mid-calf and knees worn with long socks are considered gang attire and may not be worn.
7. Hair shall be clean and neatly groomed. Hair may not be sprayed by any coloring that would drip when wet. Parents will be notified of exceptions ie. special school events.
8. Shirts should be tucked in and the seat of pants cannot sag. Oversized clothing is inappropriate and must not create a safety hazard during physical activity.
9. Metal accessories and jewelry that present a hazard to health and safety are prohibited.

Exceptions to the dress code can only be made for medical, health reasons, and/or religious beliefs of which require a medical and/or parental note.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

Elm School is a closed campus. All gates which provide access to the classrooms and other rooms, except the school office, remain locked during regular school hours. Staff continuously monitors the safety of students upon arrival, dismissal, at the bus stops, and throughout the day following established routines and procedures. All visitors to the campus must check in at the office, sign in, and obtain a visitor's badge.

Safe Ingress - All students will arrive at school before the first bell (8:00 a.m.) and dropped off at Fir gate or Fir gate bus drop area if students receive bus transportation. In the event that a student arrives tardy to school, the students must enter through the school office, check in with office personnel, and obtain an excused/unexcused tardy slip before going to their assigned classroom. A truant tardy will be marked when the student arrives 30 minutes or more after the school's start time, without a valid excuse. When a student is absent, the Parent/Guardian needs to notify the school through a written note or phone call to the school office within 72 hours of the absence. Excused absences include illness, medical/dental appointments, court appearances (for students), religious observations, or death of an immediate family member. Truancies include being absent from school without the knowledge and consent of the parent/guardian/school or leaving the school grounds during the day and/or staying out of class without permission.

Elm School is a closed campus thus all visitors must sign in at the school office and receive a visitor's pass before entering school campus. If any school personnel notices an unidentified person on campus without proper identification or visitor's pass, they must report it immediately to the school office. Parents dropping off students at school should be aware that there is no supervision available before 7:30 a.m. The school office hours are from 7:30 a.m. to 4:00 p.m.

Safe Egress- Transitional Kindergarten students will be dismissed by the Front Office on Elm St., Kindergarten students will be dismissed on Fir St., which includes bus riders. First through third grade students will be dismissed at Fir St. gate by teachers at designated dismissal time, with teacher/staff supervision. Fourth and Fifth grade student will be dismissed at Elm St. gate at Blacktop Area. Students receiving bus transportation are picked up on Montrose St. with staff supervision. Parents/Guardians are required to stop at office to sign-out their child if leaving early. Adults signing students out must be on the emergency card, 18 years of age, and have a valid photo identification. Students are not to loiter outside campus gates. In case of emergencies, all staff will follow the appropriate evacuation procedures as listed in the Safe School Handbook. Teachers must be aware of all students that take school transportation and follow the schedule.

There is an Oxnard Police Department crossing guard at Elm St. and Gisler Ave. to ensure the safety of students walking to and from school.

In order to ensure the safety and well-being of students, Parents/Guardians are asked to provide emergency contact information for their children at the beginning of the year, and are asked to make updates as soon as possible when contact information changes. Additionally, Parents/Guardians are responsible to provide the school with legal and/or custodial documents regarding a student. The legal documents will be filed with the student's Emergency Card, and will be followed accordingly.

The School Site Safety Committee continuously assesses the needs of the school in regards to the safe ingress and egress of students, staff, and parents, and makes recommendations to make any changes to improve campus safety.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

Positive School Climate

Element:

School-wide Positive Behavior Support

Opportunity for Improvement:

In order to provide students with a successful learning environment, we must implement a safe school plan with an emphasis on good moral character development, social skills, and good-fellowship. As of January 2017 all staff has been trained in CHAMPS for full implementation of CHAMPS at Elm St. School. New Teachers have not been trained this year. Pupil Services is working on dates to train new Teachers. We will work together during the 2022-2023 academic year to implement a consistent positive behavior support program that is reinforced on a daily basis.

Objectives	Action Steps	Resources	Lead Person	Evaluation
<p>1) Continue the implementation of CHAMPS to provide a safe and positive school environment.</p>	<p>Elm School staff and students will continue implementation of CHAMPS throughout the school year. Provide opportunities to spread the message of being kind. Student leaders will focus on spreading messages of kindness and acceptance.</p>	<ul style="list-style-type: none"> • CHAMPS behavior system • Posters to support CHAMPS • Behavior assemblies for students • Each month incorporate "Spreading Acts of Kindness" with a school wide activity that focuses on kindness. Monthly kindness calendar that students will complete. • Kindness Recess 	<p>PBIS Committee: Principal Counselor ORC Teachers</p>	<p>PBIS Committee</p> <ul style="list-style-type: none"> • Review of discipline referrals • Classroom visits and observation of student behavior <p>Safety Committee</p> <p>Staff Meetings</p> <p>Teacher Behavior Logs</p> <p>Panorama Survey</p>
<p>2) Reduce the amount of office referrals/self referrals to Counselor regarding misbehavior, bullying, and inappropriate verbal and physical behavior.</p>	<p>Elm School will identify and share effective classroom anti- bullying strategies and practices.</p> <ul style="list-style-type: none"> • Develop an anti-bullying campaign via Student 5th Grade Leaders • Student leaders will be selected to develop a "Kindness Club" to focus on accepting differences. <ul style="list-style-type: none"> • Pictures/Selfie with Leo & Lea the Leopard when students are caught being positive leaders. 	<ul style="list-style-type: none"> • Anti-Bullying Campaign • CHAMPS • Kindness Club 	<p>PBIS Committee Counselor ORC Principal</p>	<ul style="list-style-type: none"> • Review of discipline referrals • Meetings with safety committee • Meetings with PBIS Committee • Staff meetings • Anti-Bullying assemblies (NED Assemblies)

Objectives	Action Steps	Resources	Lead Person	Evaluation
3) Staff, in partnership with the school counselor, school psychologist, and ORC will develop resiliency strategies to use with students in order to make a positive impact in the lives of students.	Strategies in regards to learning positive values, social competencies, and positive self-identity will be developed and implemented by staff.	Positive Behavior Support through CHAMPS and Cultural Proficiency ORC Counselor Local Agencies (New Dawn, VCBH: Logrando Bienestar)	PBIS Committee Principal Counselor ORC School Psychologist	<ul style="list-style-type: none"> • Review of discipline referrals • Review of SST referrals • Staff feedback • Panorama Survey

Component:

School's Safe Physical Environment

Element:

Safe School Environment

Opportunity for Improvement:

We are committed to reaching the needs of all our students. By meeting the diverse needs of our students we will educate, challenge, and empower our students to behave as productive members of our community and help maintain a safe environment for all.

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Staff, students, and families will work together to build a sense of community within the school and community at large.	Staff shall practice a code of ethics that embraces cultural proficiency. Staff will work with families and students in a way that affirms universal human values, such as respect, honesty, and equity.	Continue Cultural Proficiency practices Cultural Proficiency Professional Development Summer of 2021	PBIS Committee Principal Counselor ORC Teachers School Psychologist	<ul style="list-style-type: none"> • Staff feedback • Family feedback • Monitoring of behavior referrals • Classroom visits and observations • Panorama Survey • Coffee with the Principal • ELAC • SS • PTA
2) Elm School shall have visible staff and family presence.	Elm administration will encourage staff and families to be visible during ingress and egress of school.	Staff Campus Assistants Visitor Sign-in Logs and Visitor Tags Safety Plan	Principal Safety Committee PBIS Committee	<ul style="list-style-type: none"> • Monitoring by Staff • Staff feedback • Family Feedback • Record of Safety Committee Meetings
3) Elm School will survey all students through Panorama: Social Emotional Survey and use results to identify safety issues.	Elm School will participate in the Panorama Survey three times a year.	Panorama and Data Results	Principal Counselor ORC Teachers: Transitional Kindergarten through second grade teachers answer questions regarding students on the Panorama Survey. Third through fifth grade students complete Survey on their own with support from Classroom teacher, School Counselor and ORC.	<ul style="list-style-type: none"> • Review of Panorama Data • Staff Feedback

Objectives	Action Steps	Resources	Lead Person	Evaluation
4) Elm School will continue to work with staff, families, community members and with Oxnard Police Department personnel to create a crime-free and safe school community.	Elm School will continue safety committee meetings. On behalf of the Safety Committee, the Principal will report out to all staff, and community members.	Oxnard Police Department CHAMPS Professional Development Lockdown Information Guides Evacuation Maps Connect Ed Messages to Families (Telephone Messaging System) Safety Plan	Principal Counselor ORC Safety Committee	<ul style="list-style-type: none"> • Family Feedback • Staff Feedback • Monitoring of Behavior Referrals • Record of Meetings • Record of Communication

Component:

Disaster Preparedness

Element:

School Safety

Opportunity for Improvement:

Ongoing review of safety plan and professional development. We will continue to conduct practice drills and debrief with staff to review and reflect on procedures.

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Develop a school-wide procedure for locking of school entrances on a daily basis to ensure proper lockdown procedures.	Hold meetings to discuss current procedures and possible new procedures. Hold meetings to train all staff on new protocols.	Safety Plan and Safety Handouts	Principal Oxnard Police Department Office Staff Custodial Staff Safety Committee Campus Supervisors	<ul style="list-style-type: none"> • Debriefing of drills with staff • Staff Feedback • ELAC suggestions/input to SSC • SSC • Oxnard Police Department • Custodial Staff • Principal • Monitoring and Observation of Drills
2) Develop a school-wide procedure for identifying non-school personnel sighted on campus before, during, and after school.	Hold meetings to discuss current procedures and possible new procedures. Hold meetings to train all staff on new protocols.	Staff Meetings Visitor Sign-In Log and Visitor Tags	Principal Oxnard Police Department Office Staff Custodial Staff Safety Committee Campus Supervisors	<ul style="list-style-type: none"> • Daily Campus Monitoring • Record of Meetings with Safety Committee
3) Work with Oxnard Police Department (OPD) and community to create a safe and crime-free community.	On behalf of Safety Committee, Principal will meet with OPD and community members to discuss school and community issues to decide how to work together to provide solutions for any issues as they arise.	OPD Safety Plan Safety Committee	Principal Safety Committee	<ul style="list-style-type: none"> • Record of safety meetings • Safety Committee and Staff feedback • Daily Campus Monitoring by Staff • Coffee with Principal

PHILOSOPHY:

A student's education is dependent upon a "team" effort involving the student, parents and school personnel. Each member of the team has specific responsibilities which must be met if the educational experience is to have the greatest positive results. Students, parents and teachers are encouraged to maintain an ongoing dialogue about the standards for personal conduct in relation to life at school. We want to be an extraordinary place of safety and positive opportunity for everyone.

Expectations of Students:

- Be regularly in school attendance and be on time for each class.
- Know and obey school rules and regulations.
- Be courteous and respectful to school personnel, fellow students and the public in general.
- Behave in such a way that it does not disrupt the learning of others.
- Respect public and private property.

Expectations for Parents:

- Assure that your child is in school and on time each day.
- Assure that your child is appropriately prepared for school (dress, nutrition and sleep.)
- Be responsible for the pupil's behavior.
- Teach the pupil respect for the law and the rights of others.
- Visit your school periodically and participate in conferences as called.
- Know the district, school and classroom rules and regulations and be supportive of your school.
- Help your child to learn self-discipline.

Expectation for Teachers:

- Provide learning experiences appropriate for each student.
- Consistently enforce classroom rules and district rules and policies.
- Communicate on a regular basis with parents concerning their child's progress.
- Be available to parents for conference.
- Continually improve professional competencies in matters of student control and discipline.
- Develop enthusiasm for learning through experiences that are interesting and relevant to pupils.

Expectations for Administrators:

- Inform students and parents about school district discipline standards.
- Consistently monitor classroom, school and district rules and policies.
- Counsel with students and parents regarding disciplinary matters.
- Provide professional growth experiences which will assist staff in increasing competencies for student control and discipline.
- Provide leadership that will establish, encourage and promote teaching and effective learning.

Basic School Rules:

- Attend school regularly.
- Be on time.
- Be prepared for class.
- Treat others with respect, care and consideration.
- Promptly obey school authorities without argument.
- Conserve and protect school and private property.
- Engage in activities without "body contact."
- Obey all school, playground, etc. rules.
- Use appropriate language.
- Follow district dress/uniform standards.
- Use class time wisely.
- Work quietly without disturbing others.
- Respect the rights of others.
- Complete all assignments on time.

- Follow other rules which may be adopted in individual classrooms.

Student Conduct, Concerns and Consequences:

Student conduct which prevents students from learning or teachers from teaching, will not be tolerated. We have established clear consequences for behavior that interferes with and rewards for positive behavior, to help all students maintain acceptable personal conduct. We provide classroom instruction in personal and social skills, incorporating the teaching of school rules and making wise choices in prevention of discipline incidents. Students learn that when they violate a school or classroom standard, a consequence will result. Disruptive, disrespectful behavior or harassment will not be tolerated. Students are not to endanger others, continually disregard rules or repeatedly interfere with others' right to learn.

Note: Students may be disciplined for acts related to school activities or attendance which occur at any time including:

- While on school grounds;
- While going to or coming from school;
- During the lunch hour whether on or off campus;
- During, or going to or coming from, a school sponsored activity.

Other causes of disciplinary action:

- Deliberate littering of school premises;
- Chewing gum while at school;
- Possessing -cellular telephones or electronic paging devices;
- Not adhering to the school dress code;
- Making bomb threats or false fire alarms;
- Setting fires or using explosive devices which threaten or cause damage to human life or property on school grounds or at school sponsored events;
- Habitual tardiness/truancy;
- Forging parents' signatures or school documents (CAC 306).

Consequences:

After rules are taught, student may be counseled by their teacher, aide or principal for a first and second infraction. Parents may be notified in writing and/or telephone call for repeated infractions, by the student's teacher and/or principal. After counseling, students will lose privileges and may receive detentions for repeated infractions.

Continued infractions may require a parent conference with the student's teacher and/or principal. Serious infractions may result in immediate suspension and/or recommendation for expulsion for the student.

Positive Recognition:

- Incentives are used to promote exemplary student conduct.
- Trimester Awards are held to recognize positive student behavior as well as academic gains.

GENERAL

Education Code 44807: Every teacher in the public schools shall hold Pupils to a strict account for their conduct on the way to and from school, on the playgrounds, or during recess. A teacher, vice principal, principal, or any other certificated employee of a school district, shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of his duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning.

CONDUCT CODE PROCEDURES

The school rules and procedures were developed and adopted in accordance with California education code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas.

(J) Hate Crime Reporting Procedures and Policies

In order to create a safe learning environment for all students, the Board of Trustees desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual based on his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the teacher and Principal. Upon receiving such a complaint, the Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 - Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation. Students are expected to respect all others while on school grounds or while participating in school activities. Any student engaging in hate-motivated behavior will be subject to the school discipline policies in accordance with the district policies and guidelines.

Safety Plan Review, Evaluation and Amendment Procedures

A Safety Committee is created every school year. The purpose of the committee is to review the Safety Plan on a continual basis and make any necessary changes and adjustments in order to ensure the safety of students and staff members. The plan is reviewed in November & December and approved by the School Site Council, and then reviewed and approved by School Board in February each year.

The Staff, School Site Council, English Language Advisory Committee, Safety Committee, PBIS Committee, Oxnard Police Department, Fire Department and the Principal will review the three components annually. These groups will consider the impact of the components and their effectiveness in student safety and behavior. All community members are encouraged to maintain an ongoing dialogue about standards for personal conduct and school safety. If at any time a staff member, community member, or Safety Committee member feels that the plan needs to be amended, the following process will be followed:

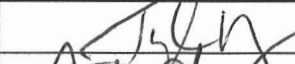
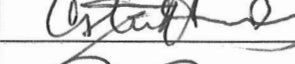


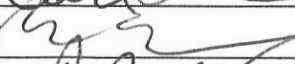

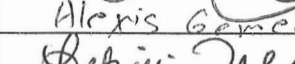
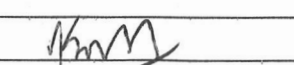
1. Safety Committee will be convened to discuss issues
2. Changes will be proposed
3. Proposed changes will need to be reviewed and approved by School Site Council
4. Amendments will be made

Comprehensive School Safety Plan SB 187 Compliance Document

2022-2023 School Year

School: Robert J. Frank Academy of Marine Science and Engineering
CDS Code: 56725386111850
District: Oxnard School District
Address: 701 North Juanita Avenue
 Oxnard, CA 93030
Date of Adoption: February 15, 2023
Date of Review: -with Staff
 11/1//2022
 -with Law Enforcement
 January 2023
 -with Fire Authority
 January 2023

Reviewed by:


Name	Title	Signature	Date
Mr Tyler Higa	Principal		2/6/23
Cristina Huizar	Assistant Principal		2/6/23
Eli Kashman	Assistant Principal		2/6/23
Angelica Pantoja	Counselor		2/4/23
Amber Pergeson	Counselor		2/6/23
Mark Urwick	Teacher		2/6/23
Alex Cortez	Lead Custodian		2/6/23
Alexis Gomez	SSC President	Alexis Gomez	2/6/23
Leticia Trejo	Parent Member	Leticia Trejo	2/6/23
Scott Brewer	Emergency Service Manager City Oxnard		
Jennifer Smith	Assistant Principal		2/6/23

Comprehensive School Safety Plan SB 187 Compliance Document

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 11/1//2022
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 1/12/2022
 -with Fire Authority
 1/12//2022

Reviewed by:

Name	Title	Signature	Date
Mr Tyler Higa	Principal		
Cristina Huizar	Assistant Principal		
Eli Kashman	Assistant Principal		
Angelica Pantoja	Counselor		
Amber Pergeson	Counselor		
Mark Urwick	Teacher		
Alex Cortez	Lead Custodian		
Alexis Gomez	SSC President		
Jesus Cahue	Parent Member		
Scott Brewer	Emergency Service Manager City Oxnard		1/30/23
Jennifer Smith	Assistant Principal		


Name	Title	Signature	Date
Luis M. Alvarez	Police Department Representative		1/4/23

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Senate Bill 187: Comprehensive School Safety Plan Purpose

Effective January 1, 2019, Assembly Bill 1747 (Rodriguez), School Safety Plans, became law. This bill requires that during the writing and development of the comprehensive school safety plan (CSSP), the school site council or safety committee consult with a fire department and other first responder entities in addition to currently required entities. It requires the CSSP and any updates made to the plan to be shared with the law enforcement agency, the fire department, and the other first responder entities.

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

- Assessment of school crime committed on school campuses and at school-related functions
- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy (electronic or paper) of the Comprehensive School Safety Plan is provided yearly to the following:

- School staff
- Parents
- After-school program staff
- Oxnard Police Department
- Oxnard Fire Department
- Early Childhood Education staff
- Volunteer Coaches

A copy of the Comprehensive School Safety Plan is available for review online at www.oxnardsd.org or in the Robert J. Frank Academy of Marine Science and Engineering's office.

COVID-19 PANDEMIC INFORMATION FOR 2022 – 2023 SCHOOL YEAR

For the most up-to-date information concerning our COVID-19 protocols, feel free to visit the following websites:

Oxnard School District @ www.oxnardsd.org

Ventura County Department of Public Health @ www.vhca.org
Center for Disease Control and Prevention @ www.cdc.gov

Safety Plan Vision

At R. J. Frank Academy of Marine Science and Engineering, we embrace the Oxnard School District vision, “Educate, Inspire, and Empower,” and recognize that a safe school is paramount to our students’ educational success. Our students’ many talents and skills must be continually nurtured in a safe and supportive school environment.

We believe all stakeholders deserve to feel safe and secure while at R. J. Frank Academy of Marine Science and Engineering and we will work to create and maintain a positive learning environment that ensures the physical, emotional, and mental well-being of our entire academic community.

Components of the Comprehensive School Safety Plan (EC 32281)

Robert J. Frank Academy of Marine Science and Engineering Safety Committee

Tyler Higa, Principal
Eli Kashman, Assistant Principal
Christina Huizar , Assistant Principal
Jennifer Smith, Assistant Principal
Mark Urwick, Teacher
Amber Pergeson, Counselor
Angelica Pantoja, Counselor
Alex Cortez, Lead Custodian
Parent: Leticia Trejo
Scott Brewer , Emergency Service Manager City Oxnard

Assessment of School Safety

The School principal, assistant principal, and plant manager conducted a security / safety inspection of the campus, and made recommendations which were addressed by school personnel. The Oxnard Police Department has already made improvements best practices for school safety which are now the new standard in the Oxnard area. The Risk Management Department from the District conducts a Safety Inspection of each campus every year. A report is submitted and necessary changes are made by either school personnel or district personnel.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

The following strategies and programs are consistent with California educational code 32281 and reflect the school's commitment to safety within the following areas:

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

Child abuse or neglect includes the following: (Penal Code 11165.5, 11165.6)

1. A physical injury or death inflicted by other than accidental means on a child by another person
2. Sexual abuse of a child, including sexual assault or sexual exploitation, as defined in Penal Code 11165.1
3. Neglect of a child as defined in Penal Code 11165.2
4. Willful harming or injuring of a child or the endangering of the person or health of a child as defined in Penal Code 11165.3
5. Unlawful corporal punishment or injury as defined in Penal Code 11165.4

Mandated reporters include, but are not limited to, teachers; instructional aides; teacher's aides or assistants; classified employees; certificated pupil personnel employees; administrative officers or supervisors of child attendance; athletic coaches, administrators, and directors; administrators and employees of a licensed child day care facility; Head Start teachers; district police or security officers; licensed nurses or health care providers; and administrators, presenters, and counselors of a child abuse prevention program. (Penal Code 11165.7)

Reasonable suspicion means that it is objectively reasonable for a person to entertain a suspicion, based upon facts that could cause a reasonable person in a like position, drawing when appropriate on his/her training and experience, to suspect child abuse or neglect. However, reasonable suspicion does not require certainty that child abuse or neglect has occurred, nor does it require a specific medical indication of child abuse or neglect. (Penal Code 11166)

GENERAL

As stated in the Board Policy (BP 5141.4), "District employees shall report known or suspected incidence of child abuse in accordance with district regulations and state law. Employees shall fully cooperate with the child protective agencies responsible for reporting, investigating and prosecuting cases of child abuse."

When an employee suspects child abuse, the employee shall immediately meet and discuss the situation with a school counselor or an administrator. Information will be noted (name of person making report, name of child, present location of child, nature and extent of injury, and all other pertinent information.) At that time the counselor or administrator will assist the employee in making a call to Children and Family Services (654-3200) or the local Police Department (Oxnard 385-7600, Sheriff's Dept. 654-2311). The counselor or administrator will make note of time, date and name of official contacted. The employee will then complete and mail the required written report to the local Children and Family services agency. The counselor or assistant principal will notify the principal.

Employees (mandated reporters) have absolute immunity and are not liable for filing a required report. If a mandated reporter does not wish to disclose his/her identity to a district administrator, he/she shall at least provide or mail a copy of the written report to the district without his/her signature or name after making the required call to Children and Family Services or appropriate law enforcement agency. Mandated reports of sexual activity must be reported to either the Department of Children and Family Services (DCFS) or to the appropriate police jurisdiction. This information will then be cross-reported to the other legal agency.

School manager either mails or faxes over the completed abuse form to CFS within 36 hours of the report. School office manager gives a copy to principal and to the Oxnard School District Superintendent.

SEXUAL ACTIVITY

Child abuse laws change from time to time. Should you suspect that a student is engaged in unlawful sexual activity, please consult with the school social worker and campus officer to determine if particular provisions under this section are current and in effect.

- a. Involuntary sexual activity is always reportable.
- b. Incest, even if voluntary, is always reportable. Incest is a marriage or act of intercourse between parents and children; ancestors and descendants of every degree; brothers and sisters of half and whole blood and uncles and nieces or aunts and nephews. (Family Code §2200).
- c. Voluntary Sexual Activity may or may not be reportable. Even if the behavior is voluntary, there are circumstances where the behavior is abusive, either by Penal Code definition or because of an exploitative relationship, then this behavior must be reported. If there is reasonable suspicion of sexual abuse prior to the consensual activity, the abuse must be reported.

Reportable Sexual Activity if a Child is 14 Years of Age and:

- a. Partner is younger than 14 years old, but there is a disparity in chronological or maturational age or indications of intimidation, coercion or bribery or other indications of an exploitative relationship.
- b. Partner is 14 years or older lewd & lascivious acts committed by a partner of any age partner is alleged spouse and over 14 years of age.

Reportable Sexual Activity if the Child is 14 or 15 years and:

- a. There is unlawful sexual intercourse with a partner older than 14 but less than 21 years of age and there is no indication of abuse or evidence of an exploitative relationship. There is unlawful sexual intercourse with a partner older than 21 years
- b. There is lewd and lascivious acts committed by a partner more than 10 years older than the child is.
- c. The partner is the alleged spouse and over 21 years of age

Reportable Sexual Activity if the Child is 16 or 17 years and:

- a. The partner is less than 14 years of age
- b. There is unlawful sexual intercourse with a partner older than 14 and there is evidence of an exploitative relationship
- c. The partner is the alleged spouse and there is evidence of an exploitative relationship

Reportable Sexual Activity if the Child is under 18 years:

- a. Sodomy, oral copulation, penetration of a genital or anal opening by a foreign object, even if consensual, with a partner of any age.

Not Reportable Sexual Activity:

- a. Child is 14 years or younger and partner is younger than 14 years and of similar age or maturational age. Sexual behavior is voluntary and consensual. There are no indications of intimidation, coercion, bribery, or other indications of an exploitative relationship.
- b. Unlawful sexual intercourse of a child 14 to 15-years old with a partner older than 14 and less than 21 years of age and there is no indication of abuse or evidence of an exploitative relationship.
- c. Unlawful sexual intercourse with a child 16 or 17 years with a partner older than 14 and there is no indication of an exploitative relationship.

Mandated reports of sexual activity must be reported to either the Department of Children and Family Services (DCFS) or to the appropriate police jurisdiction. This information will then be cross-reported to the other legal agency.

STAFF TRAINING

All Oxnard School District staff who work with students are trained annually in regard to child abuse. New employees are trained upon being hired. Employees receive training on their legal obligation under law regarding mandated reporting. Employees also receive training to recognize signs and symptoms of child abuse.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

GENERAL

This Plan addresses the Oxnard School District's responsibilities in emergencies associated with natural disaster, human-caused emergencies and technological incidents. It provides a framework for coordination of response and recovery efforts within the District in coordination and with local, State, and Federal agencies. The Plan establishes an emergency organization to direct and control operations at all sites during a period of emergency by assigning responsibilities to specific personnel. This Plan:

- Conforms to the Federally mandated National Incident Management System (NIMS), State mandated Standardized Emergency Management System (SEMS) and effectively restructures emergency response at all levels in compliance with the Incident Command System (ICS).
- Establishes response policies and procedures, providing Oxnard School District clear guidance for planning purposes.
- Describes and details procedural steps necessary to protect lives and property.
- Outlines coordination requirements.
- Provides a basis for unified training and response exercises to ensure compliance.

OBJECTIVES

- Protect the safety and welfare of students, employees and staff.
- Provide for a safe and coordinated response to emergencies.
- Protect the District's facilities and properties.
- Enable the District to restore normal conditions with minimal confusion in the shortest time possible.
- Provide for interface and coordination between sites and the District Emergency Operations Center (EOC).
- Provide for interface and coordination between sites and the County or city EOC in which they reside.
- Provide for the orderly conversion of pre-designated District sites to American Red Cross shelters, when necessary.

Schools are required by both federal statute and state regulation to be available for shelters following a disaster. The American Red Cross (ARC) has access to schools in damaged areas to set up their mass care facilities, and local governments have a right to use schools for the same purposes. This requires close cooperation between school officials and ARC or local government Representatives, and should be planned and arranged for in advance.

In an Emergency Building Evacuation, all employees will:

- Upon emergency alert, secure work area and depart/report to assigned area.
- Perform duties as pre-assigned by the Principal in cooperation with emergency services personnel.
- DO NOT re-enter the building without permission or request of emergency service authorities.
- Remain in the general assembly areas and calm students if not assigned another duty.
- When signaled to re-enter safe areas of the school, quickly do so.
- Upon safe re-entry, report anything amiss to the Operations Chief.

In an Emergency Building Evacuation, teachers will also:

- Upon alert, assemble students for evacuation using designated routes and account for all students.
- Secure room.
- If possible, leave a note on the door advising where the class evacuated to if other than the standard assembly area.
- Upon arrival at the assembly area, account for all students.
- Secure medical treatment for injured students.
- Report any students missing or left behind because of serious injuries.
- Stay with and calm students.
- If signaled to re-enter school, assure students do so quickly and calmly.

- Account for all students.
- Check room and report anything amiss to the Team Leader and/or Operations Chief.
- Debrief students to calm fears about the evacuation.

In an Emergency Campus Evacuation:

If it is necessary to evacuate the entire campus to another school or relief center, the Principal will:

- Notify the Superintendent of the Campus Evacuation.
- Cooperate with emergency authorities in enlisting students/staff with cars to help transport evacuees.
- Direct the evacuation, assure all students/staff are accounted for as they depart and arrive.

Dismissal of students from the school shall be governed by the emergency procedures outlined in this procedure guide and consistent with the Initial Response System. However, this policy does not preclude the exercise of professional judgment by an administrator when the circumstances of the situation indicate dismissal to be in the best interest of the student.

- Each teacher MUST KEEP THE REGISTER OR ENROLLMENT SHEET OF PUPILS READILY AVAILABLE AT ALL TIMES. The teacher will remain with students until directed otherwise.
- In the absence of orders from the superintendent, each school principal is authorized and directed to implement plans as described herein or take such other action as may be necessary to save lives and mitigate the effects of disasters.
- During an emergency period or condition created by disaster, occurrence students may only be released to parent, guardian or other adult specified on the Emergency Data Card. THERE SHALL BE NO EXCEPTIONS TO THIS POLICY.

Emergency Announcements will be provided on the following radio stations:

AM Radio Stations:

KTNQ-AM 1020 "Univision America" Spanish

KNX-AM 1070 "KNX 1070 Newsradio"

KUNX-AM 1400 "La Super X" Spanish

KKZZ-AM 1520 "La Voz" Spanish

KVTA- AM 1590 "Ventura's Talk Authority"

FM Radio Stations:

KCRU-FM 89.1 "Public Radio for Southern California"

KIND-FM 94.1 "Radio Indigena 94.1" Spanish / Mixteco

KXLM-FM 102.9 "Radio Lazer 102.9 FM" Spanish

CALIFORNIA EMERGENCY SERVICES ACT (CHAPTER 7, DIVISION 1, TITLE 2, CALIFORNIA GOVERNMENT CODE)

The Act provides the basic authorities for conducting emergency operations following a proclamation of Local Emergency, State of Emergency, or State of War Emergency by the Governor and/or appropriate local authorities, consistent with the provisions of this Act.

CALIFORNIA GOVERNMENT CODE, SECTION 3100, TITLE 1, DIVISION 4, CHAPTER 4.

States that public employees are disaster service workers, subject to such disaster service activities as may be assigned to them by their superiors or by law. The term "public employees" includes all persons employed by the state or any county, city, city and county, state agency or public district, excluding aliens legally employed.

The law applies to public school employees in the following cases:

- When a local emergency is proclaimed.
- When a state of emergency is proclaimed.
- When a federal disaster declaration is made.

The law has two ramifications for School District employees:

1. It is likely that public school employees are pressed into service as Disaster Service Workers by their superiors, and may be asked to do jobs other than their usual duties for periods exceeding their normal working hours.

2. When pressed into disaster service, employees' Workers' Compensation Coverage becomes the responsibility of state government (OES), but their overtime pay is paid by the school. These circumstances apply only when a local or state emergency is declared. States that (the Governor's Office of Emergency Services has stated) inadequately trained school staff render school officials potentially liable for acts committed or omitted by school staff acting within the scope of their training during or after a disaster. (Sub Sections 835-840.6). It requires that school districts be prepared to respond to emergencies using SEMS. (Section 8607, the Petris Bill).

CALIFORNIA CIVIL CODE, CHAPTER 9, SECTION 1799.102

It provides for "Good Samaritan Liability" for those providing emergency care at the scene of an emergency. ("No person, who, in good faith and not for compensation, renders emergency care at the scene of an emergency, shall be liable for any civil damages resulting from any act or omission. The scene of an emergency shall not include emergency departments and other places where medical care is usually offered.")

PUBLIC AGENCY USE OF SCHOOL BUILDINGS FOR EMERGENCY SHELTERS

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

AFTER SCHOOL PROGRAM

The after-school program staff is trained annually in regard to disaster response. The District maintains a full-time After School Program Manager, who oversees safety training and disaster preparedness for the program. The After School Program Manager ensures that the following safety components are addressed within the after-school program environment:

- Elements of a safe and orderly environment
- Emergency evacuation procedures
- Student release procedures
- Incident Command Team responsibilities
- Child abuse reporting
- Rules, expectations and consequences
- Non-discrimination and harassment reporting

TRAINING

All staff are trained annually in regard to disaster procedures within the Comprehensive School Safety Plan and the District's Emergency Operations Plan. The school conducts monthly safety drills for fire and earthquake. The school also conducts a lockdown security drill at a minimum of once yearly within the first month of school under the direction of the School Resource Officer.

FOR DISASTER PLAN PROTOCOLS AND PROCEDURES (SEE APPENDICES).

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

Suspension from school means removal of a student from ongoing instruction for adjustment purposes.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision, of school personnel. (Education Code 48925)

Robert J Frank will abide by all Oxnard School Board policy and California Education Codes in relation to school suspensions, expulsions and mandatory expulsions.

The Oxnard School District Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5)

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to himself/herself or others. (Education Code 48915)

The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be specified in administrative regulation.

Suspended or expelled students shall be excluded from all school-related extracurricular activities during the suspension or expulsion.

STUDENT DUE PROCESS

The board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in administrative regulation and law. (Education Code 48911, 48915, 48915.5)

ALTERNATIVES TO SUSPENSION / OPTIONS

All schools within the Oxnard School District may establish a suspension program, which involves progressive discipline during the school day on campus, conferences, detention, student study team, referral to support services staff and/or other resources including District.

REQUIRED PARENTAL ATTENDANCE

The teacher of the class from which the student was suspended may require the parent/caregiver to attend a portion of a school day in the classroom in coordination with the principal and in accordance with all related policies/regulations for implementing this school suspension option.

DEFINITIONS

Suspension from school means removal of a student from ongoing instruction for adjustment purposes.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision of school personnel.

NOTICE OF REGULATIONS

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Education Code 35291.5, 48900.1, 48980)

Notification shall include information about the availability of individual school rules and all district policies and regulations pertaining to student discipline. (Education Code 35291)

GROUNDINGS FOR SUSPENSION AND EXPULSION

Students may be subject to suspension or expulsion for committing any of the acts listed below:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
(2) Willfully used force or violence upon the person of another, except in self-defense.
- b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
- c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
- d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco, or tobacco products.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
- l) Knowingly received stolen school property or private property.

- m) Possessed an imitation firearm.
 - n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - r) Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:
 - (1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:
 - (A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
 - (B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
 - (C) Causing a reasonable pupil to experience substantial interference with his or her academic performance.
 - (D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.
 - (2) (A) "Electronic act" means the transmission, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication.
 - (i) A message, text, sound, or image.
 - (ii) A post on a social network Internet Web site including, but not limited to:
 - (I) Posting to or creating a burn page. "Burn page" means an Internet Web site created for the purpose of having one or more of the effects listed in paragraph (1).
 - (II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (III) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 - (B) Notwithstanding paragraph (1) and subparagraph (A), an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
 - (3) "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs
 - s) Aided or abetted the infliction or attempted infliction of physical injury.
- E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.
- E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

- E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.
- E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
- E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

MANDATORY RECOMMENDATION FOR EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be in violation of Education Code 48915(a)(1), unless the principal determines that alternative means of correction would address the conduct.

- (a)(1)(A) Causing serious physical injury to another person, except in self-defense.
- (a)(1)(B) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(1)(C) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(1)(D) Robbery or extortion.
- (a)(1)(E) Assault or battery upon any school employee.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be in violation of Education Code 48915(c). Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts, which may involve the possession or sale of narcotics or of a controlled substance, or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION

Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

BULLYING

CALIFORNIA STATE LAW REGARDING BULLYING

Right to Safe Schools. All students and staff of public primary, elementary, junior high, senior high schools, and community colleges, colleges, and universities have the inalienable right to attend campuses which are safe, secure and peaceful.

AB 9 – Seth's Law

Requires schools to establish policies to prevent bullying and to address and be responsive to complaints about bullying.

- Requires school districts to include in its non-discrimination policy a detailed list where discrimination, harassment, intimidation, and bullying are prohibited under existing law—actual or perceived sexual orientation, gender, gender identity expression, race or ethnicity, nationality, religion, disability, or association with a person or group with one or more of these actual or perceived characteristics.
- Requires each school districts non-discrimination policy to describe the district's procedure for addressing discrimination and harassment complaints; and be publicized in places for student and parental access.
- School districts are to strengthen professional development curricula for teachers, school counselors, and administrators with instruction on identifying and stopping discrimination and harassment and creating a school-wide culture of inclusion and respect for differences.

AB 746 - Cyber bullying.

Existing law, the Interagency School Safety Demonstration Act of 1985, defines bullying as one or more acts of sexual harassment, hate violence, or intentional harassment, threats, or intimidation, directed against school district personnel or pupils, committed by a pupil or group of pupils. Under existing law, bullying, including bullying committed by means of an electronic act, as defined, is a ground on which suspension or expulsion may be based. This bill would specify that an electronic act for purposes of the act includes a post on a social network Internet Web site.

AB 1156 – Bullying In Schools

Redefines California anti-bullying law by expanding the definition of bullying and linking it to academic achievement. It will also strengthen policies and procedures to reduce bullying in schools and keep students safe.

- Requires training of school site personnel in the prevention of bullying
- Links bullying to academic achievement
- Gives victims of bullying priority for school transfer, if requested
- Encourages school districts and county offices of education to include policies and procedures on the prevention of bullying in the school safety plan

OXNARD SCHOOL DISTRICT BOARD POLICY 5131.2

Bullying

The Board of Trustees recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

Cyberbullying includes the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Strategies for bullying prevention and intervention shall be developed with involvement of key stakeholders in accordance with law, Board policy, and administrative regulation governing the development of comprehensive safety plans and shall be incorporated into such plans.

Bullying Prevention

To the extent possible, district and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and strategies to establish a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for perpetrators of bullying.

The district may provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies.

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias.

Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When appropriate, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators. He/she also may involve school counselors, mental health counselors, and/or law enforcement.

Complaints Procedures

The Board hereby designates the following position to handle complaints regarding bullying and inquiries regarding the district's bullying policies:

Assistant Superintendent, Human Resources and Support Services

1051 South A Street
Oxnard, CA 93030
(805) 385-1501 ext. 2050

Any student who feels that he/she has been subjected to bullying should immediately contact the Coordinator, the principal, or any other staff member. Any student or school employee who observes an incident of bullying should report the incident to the Coordinator or principal, whether or not the victim files a complaint.

Upon receiving a complaint of bullying, the Coordinator shall immediately investigate the complaint in accordance with site-level complaint procedures specified in AR 1312.3- Uniform Complaint Procedures.

The Superintendent or designee shall ensure that the student handbook clearly describes the district's bullying policy, procedures for filing a complaint regarding bullying, and the resources that are available to students who feel that they have been the victim of bullying. The district's policy may also be posted on the district website or any other location that is easily accessible to students.

When a student is reported to be engaging in bullying off campus, the Assistant Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.

When a student uses a social networking site or service to bully or harass another student, the Assistant Superintendent or designee shall file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

Discipline

Any student who engages in bullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion, in accordance with district policies and regulations. Alternative means of correction will be considered where appropriate, as required by Education Code section 48900.5

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Robert J Frank will follow all adopted Oxnard School Board measures and EC 49079 as they relate to the Notification of teachers of students who are identified as dangerous.

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.

- (a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 or Section 48915 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.
- (b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.
- (c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision a is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.
- (d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.

- (e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

“Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.”

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

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Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

All students at R.J.Frank Academy of Marine Science and Engineering will be held to the R.J.Frank School dress code policy. Students who violate the dress code policy will be requested to fix inappropriate clothing by changing into appropriate clothing. Students can call parents or guardians to bring appropriate clothing to school and change, to adhere to the school's dress code policy.

The purpose of the dress code policy is to ensure a safe and secure environment in which students can benefit from a quality education. The school dress codes are regularly reviewed by the School Site Council and/or the School Safety Committee following the board education policies.

Gang-Related apparel is defined as apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus.

California Education Code Title V, Section 302: A pupil who goes to school without proper attention having been given to personal cleanliness or neatness of dress, may be sent home to be properly prepared for school, or shall be required to prepare himself for the schoolroom before entering.

Students may not wear clothing or hairstyles that will be disruptive to the educational process.

School dress codes are regularly reviewed by the School Site Council and/or School Safety Committee following these board of education policies.

1. Clothes should be neat, clean, and in good taste. Clothing which draws undue attention to the student is inappropriate and disrupts learning.
2. Shoes must be worn at all times. Slippers, flip flops, high heels, or open toe shoes are prohibited.
3. Bare midriffs, half shirts, tube tops, cut-offs, low-cut blouses, muscle T-shirts, too short skirts/shorts are prohibited. Clothing may not reveal undergarments (bra straps, underpants, boxers, etc.).
4. Clothing items with references to, or images, alcohol, drugs, tobacco, guns, or weapons are prohibited. This includes shirts and sweatshirts with obscene or suggestive pictures and/or objectionable language.
5. Stars are prohibited on any students apparel or personal items.
6. Chains, rubber bands, and rubber bracelets are prohibited.
7. Piercings with sharp points or hollow centers are prohibited due to safety concerns and will need to be removed.
8. Gang-like attire is prohibited. This includes long shorts with high socks, baggy pants, professional sportswear (i.e. Cowboys, Raiders, Lions, etc.), and any other items that are used to signify a particular neighborhood or gang-affiliation. Additional information is available under the prohibited dress policy.
9. Hats, beanies, hoods, or other head coverings are prohibited except as defined under the hat policy. Any clothing or personal items deemed disruptive to the educational process will be prohibited.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

The Safety Committee continuously assesses the needs of the school in regards to safe ingress and egress of students and staff. Working collaboratively with all stakeholders, parent concerns and ideas are considered when making any changes to improve student/campus safety.

Parents/Guardians are asked to provide emergency contact information for their children at the beginning of the year, and are asked to make updates as soon as possible when contact information changes.

Parents/Guardians are responsible to provide the school with legal/custodial paperwork regarding a student. The legal documents are attached to the student's emergency card and will be followed accordingly.

SCHOOL HOURS

The student day is from 8:00 am to 2:34 pm. Parents dropping students off at school should be aware that supervision is NOT available before 7:40 am. School office hours are 7:30 am to 4:00 pm.

- Once arriving at school, students are to immediately come onto the campus and move to the cafeteria, library or other supervised location if there is time to spare until the first bell at 7:40 am. From 7:40 am, students may also congregate in the quad areas. At 7:55 am all students are to proceed to their first period class. Under no circumstances are students to leave to pick up friends, go to locations other than the school campus, or loiter outside campus gates.
- Students not participating in after-school activities are to leave campus immediately upon dismissal by walking or via school bus. Students waiting for rides home via automobile need to wait in the designated pickup area located in front of the school. Loitering is prohibited. Students who fail to adhere to this rule will be subject to disciplinary action.

CLOSED CAMPUS – LEAVING EARLY

R. J. Frank Academy of Marine Science and Engineering is a closed campus. Students must stay on campus from the time of arrival in the morning until dismissal at 2:13 pm. Students may leave campus during school hours if a written request from a parent or guardian has been approved. The request must state time, date, and reason for leaving campus. The Assistant Principal Secretary will issue an OFF-GROUNDS-PASS once a request is approved. Off campus absences, which are not approved in advance, are UNEXCUSED and students will be subject to disciplinary action.

Under no circumstances should a student leave campus without permission.

Parent must check in at the office in order to pick up students who are leaving campus for appointments. Only parents and guardians listed on the Emergency card and in possession of a valid ID can sign out for a student leaving campus.

TARDY / LATE POLICY

- Be on time to all your classes.
- Be at your first class before 8:00 am.
- If a student is late to class without an approved reason it is a behavior infraction.
- If a student is late in the morning, he/she must report to the Student Services Center for a late slip, and then quickly go to class.
- An "excused late" will be assigned when parents have called the school with a valid excuse such as a doctor or dentist's appointment.
- Oversleeping, missing the bus, etc., are not valid reasons for an "excused late."
- When a student is habitually late to school (more than 3 times), the Student Services Center will assign an Office Detention or other consequence as necessary.

- Truant Tardy is when students arrive to school 30 minutes late. When a student is determined to have a truant tardy, he/she will be assigned an office detention, be placed on an attendance contract, and possibly receive a citation.

EXCUSED ABSENCES

These can only result from illness, medical/dental appointments, court appearances, or death in the immediate family. All other absences are considered unexcused. State law does not provide any financial assistance to schools when students are absent for any reason, including excused absences.

When a student is absent, parents are expected to call the school (385-1536) the same day of the absence.

RETURNING AFTER AN ABSENCE

1. Bring a dated note from parent(s) stating the reason for the absence, with your name, grade, date of absence, and parent signature.
2. Take the note to the Attendance Clerk prior to 7:55 am to avoid being late for class.
3. Receive a readmit slip to be signed by all of your teachers.
4. If a student leaves school early, a readmit slip must be picked up the following morning.

TRUANCIES (UNEXCUSED ABSENCES)

The following are considered trancies:

1. Being absent from school without the knowledge and consent of the parent/school.
2. Leaving the school grounds during the day without permission.
3. Staying out of class without permission.
4. Having excessive tardies.

If a student is habitually late or absent from school, various measures may be taken including regular assignment to Saturday School, an alternate school placement, and referral to SARB (School Attendance Review Board). Truancy is a violation of the California Education Code and includes consequences ranging from requiring parents to attend parenting classes to fines levied to parents. In all cases of truancy, students will be assigned an office consequence.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

Positive School Climate (PBIS)

Element:

School-wide Positive Behavior Support

Opportunity for Improvement:

Increase student achievement by reducing student office referrals and suspensions. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas.

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Maintain increased supervision before and after school	Strategically assign teachers and administrative staff to various areas and increase campus assistants	Funding should be maintained for current campus assistants	Administration	Duty Schedule
2) Cultivate additional community resources to help support our students who have issues with alcohol and drugs	Identify at-risk students, connect them to the designated agency and follow through with family to ensure that all of the steps are being completed	Partnership with Community Agencies	Administration and Counselors/ORC	SSTs held on students identified as being in need of assistance
3) Cultivate additional community resources to help support our students who have become involved in gang activity	Connect with various partnerships in the community	Funding for extra-curricular activities	Administration and Counselors/ORC	Completion of counseling sessions or participation in designated activity
4) Discourage the use of electronic devices for non academic purposes while on campus through school policies	Consult with stakeholders and communicate policies to current and incoming students	Student Agendas/Planners will provide a means of communication	Administration	Monitoring frequency of Student Cell Phone confiscation due to violation of school use policy
5) Maintain/Expand the After School Program	Partner with ASES provider, Oxnard Scholars, to maintain/increase participation	Recruit regular faculty to facilitate after school program sports and enrichment clubs and provide academic interventions	OSD After School Program and City of Oxnard	ASES attendance records
6) Continue implementation of Restorative Justice Program	Coordinate campaign to train students, staff and parents	Professional Development Days, Class Meetings and Parent Workshops	Counselors and PBIS Committee	Decrease in the number of bullying incidents and create a more positive and accepting school culture.
7) Continue implementation of CHAMPS model	Maintain and update training of whole staff and visit other school sites where approach is already in place	Professional Development Resources and Collaboration time	Administration, Counselors, Faculty and Staff	Reduction in the number of Office Referrals, Suspensions and Expulsions
8) Support Opportunity Class	Recruit highly qualified staff and provide the necessary support	District Funding for Certificated and Classified positions needed for the class	Administration	Successful transition back into the general population after the students have met their goals

Objectives	Action Steps	Resources	Lead Person	Evaluation
9) Maintain a safe campus	Administrators, campus supervisors, and teachers maintain school discipline through enforcing agreed upon school rules.	Funding should be maintained for current campus assistants. Duty Schedule is created and monitored.	Administration	Duty Schedule, number of referrals, and log of calls to Oxnard PD
Continued support of the Check and Connect program.	Recruit highly qualified staff and provide the needed support to maintain an effective program.	Funding is provided as part of a state grant.	Administration.	Monitoring and evaluation of attendance and academic data.

Component:

School's Safe Physical Environment

Element:

Safe School Environment

Opportunity for Improvement:

Ensure that the campus is safe and secure for all staff and students

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Work with Facilities Department to ensure that the physical campus is meeting the needs of our site	Conduct an Annual Williams Inspection Facilities Review	Risk Management Staff, Facilities Staff and Ventura County Office of Education Staff	Site Administrators	Successful completion of Yearly Inspection as reflected in Student Accountability Report Card
2) Address minor work orders or repairs	Identify the problem, communicate need to custodial staff and ensure completion. If repairs are beyond the site staff capacity, ensure that Facilities Department is notified.	Custodial Staff and Facilities Staff	Assistant Principals	Repair completed or deferred to Facilities Department
3) Provide a secure perimeter	Ensure protocols are reviewed with staff regarding gate closures, badge identification and routine safety procedures. Utilize closed circuit surveillance cameras.	Agendas and Written Communications	Principal	Gate closures at all times and effective use of surveillance cameras
4) Monthly safety inspections	Identify potential safety hazards or needs and submit needed work orders.	Custodial staff and facilities Staff	Administrators	Monthly inspection checklist
5) Oxnard School District/OPD partnership	Continue relationship with OPD	Site Administrator and Oxnard Police Department	Administrator	Log of interactions between site and OPD as necessary.

Component:

Disaster Preparedness

Element:

School safety.

Opportunity for Improvement:

Ensure all staff and students are prepared in case of emergency.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Students know what to do in case of emergency such as fire, earthquake, or lockdown	Monthly drills	Emergency equipment	Administrators and teachers	Keep a log of monthly drills
Ensure adequate emergency equipment available.	Check emergency equipment annually	Emergency equipment	Custodian/Administrator	Checklist of supplies on site/needed supplies.
Teachers and staff are knowledgeable about their roles in case of emergency.	Discuss safety plan at staff meetings. Have staff trained in emergency procedures.	Staff Meetings	Administrators	Staff Meeting agendas/ PD logs

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)**Robert J. Frank Academy of Marine Science and Engineering Student Conduct Code****PURPOSE**

The school Rules and Procedures were developed and adopted in accordance with California Education Code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas.

GOALS

We want our students to develop a sense of values and to become:

Caring, Honest, Responsible, Well-mannered, Courteous, Respectful, Knowledgeable of right and wrong, Fair, Positive in outlook, Compassionate and Self-disciplined

GOALS FOR SUCCESS:

At Robert J. Frank we believe our students are setting habits that will last a lifetime. We are helping them to follow guidelines that lead to their academic and social success. We call these guidelines Goals For Success.

L- Leaders

O- On Time

B- Brilliant

O- Organized

S- Successful

BELIEFS

We believe our rules and procedures will:

- Provide a framework for behavior and conduct expected on campus and provide guidelines that lead to our student's academic and social success.
- Provide a framework of expectations, rewards and consequences so we can be consistent and fair in disciplining students.
- Promote overall school safety and security for each student.
- Demonstrate our agreement and commitment to developing self-disciplined and responsible youth.

- Provide opportunities for students and parents to participate with school faculty, staff and administration in ensuring the best possible instructional climate.
- Promote knowledge and teach behavior which will help each student become responsible and successful adults.

Expectations of Students

- Be regularly in school attendance and be on time for each class.
- Know and obey school rules and regulations.
- Be courteous and respectful to school personnel, fellow students and the public in general.
- Behave in such a way that it does not disrupt the learning of others.
- Respect public and private property.

Expectations for Parents

- Assure that your child is in school and on time each day.
- Assure that your child is appropriately prepared for school (dress, nutrition and sleep).
- Be responsible for the pupil's behavior.
- Teach the pupil respect for the law and the rights of others.
- Visit your school periodically and participate in conferences as called.
- Know the district, school and classroom rules and regulations and be supportive of your school.
- Help your child to learn self-discipline.

Expectation for Teachers

- Provide learning experiences appropriate for each student.
- Consistently enforce classroom rules and district rules and policies.
- Communicate on a regular basis with parents concerning their child's progress.
- Be available to parents for conferences.
- Continually improve professional competencies in matters of student control and discipline.
- Develop enthusiasm for learning through experiences that are interesting and relevant to pupils.

Expectations for Administrators

- Inform students and parents about school district discipline standards.
- Consistently monitor classroom, school and district rules and policies.
- Counsel with students and parents regarding disciplinary matters.
- Provide professional growth experiences which will assist staff in increasing competencies for student control and discipline.
- Provide leadership that will establish, encourage and promote teaching and effective learning.

Basic School Rules:

- Attend school regularly.
- Be on time.
- Be prepared for class.
- Treat others with respect, care and consideration.
- Promptly obey school authorities without argument.
- Conserve and protect school and private property.
- Engage in activities without "body contact."
- Obey all school, playground, etc. rules.
- Use appropriate language.
- Follow district dress/uniform standards.
- Use class time wisely.
- Work without disturbing others.
- Respect the rights of others.
- Complete all assignments on time.
- Follow other rules which may be adopted in individual classrooms.

Student Conduct, Concerns and Consequences:

Student conduct which prevents students from learning or teachers from teaching will not be tolerated. We have established clear consequences for behavior that interferes with learning and rewards for positive behavior, to help all students maintain acceptable personal conduct. We provide classroom instruction in personal and social skills, incorporating the teaching of school rules and making wise choices in prevention of discipline incidents. Students learn that when they violate a school or classroom standard, a consequence will result. Disruptive, disrespectful behavior or harassment will not be tolerated. Students are not to endanger others, continually disregard rules or repeatedly interfere with others' right to learn.

Other causes of disciplinary action:

- Deliberate littering of school premises;
- Chewing gum while at school;
- Using electronic devices during times when use is not allowed or to cause a disturbance
- Not adhering to the school dress code;
- Making bomb threats or false fire alarms;
- Setting fires or using explosive devices which threaten or cause damage to human life or property on school grounds or at school sponsored events;
- Habitual tardiness/truancy;
- Forging parents' signatures or school documents (CAC 306).

Consequences

After rules are taught, student may be counseled by their teacher, aide or principal for a first and second infraction. Parents may be notified in writing and/or telephone call for repeated infractions, by the student's teacher and/or principal. After counseling, students will lose privileges and may receive detentions for repeated infractions.

Continued infractions may require a parent conference with the student's teacher and/or principal. Serious infractions may result in immediate suspension and/or recommendation for expulsion for the student.

Positive Reinforcements

Incentives are used to promote exemplary student conduct. Students earn positive rewards such as Reward Activities and monthly student awards based on positive behavior.

SCHOOL RULES AND PROCEDURES: IMPLEMENTATION RESPONSIBILITIES

Expectations:

- Basic rules are reviewed with students by classroom teachers at the beginning of each year.
- Basic school rules are sent home each year, in written form, for parental review.
- Students will be held responsible for their conduct.
- Parents will be responsible for providing and supporting an environment that is conducive to their child's/children's success.
- Teachers will cooperate with other staff in enforcing school rules and helping students understand the benefits of choosing behavior that shows respect for other people and property.
- The principal will establish and enforce rules that conform to district procedures and foster safety and good citizenship.

EVALUATION AND FEEDBACK METHODS

Students receive feedback from all adults on campus regarding their behavior. Administrators, teachers, campus assistants, and staff all assume the responsibility of helping students maintain positive behavior

Summary

The staff, School Site Council, and the principal will review the school rules and discipline program. These groups will consider the impact of the school-wide recognition programs and their effectiveness. The number of discipline referrals and suspensions will be reviewed. All community members are encouraged to maintain an ongoing dialogue about standards for personal conduct and school safety.

GENERAL

Education Code 44807: Every teacher in the public schools shall hold Pupils to a strict account for their conduct on the way to and from school, on the playgrounds, or during recess. A teacher, vice principal, principal, or any other certificated employee of a school district, shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of his duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning.

CONDUCT CODE PROCEDURES

The school rules and procedures were developed and adopted in accordance with California education code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas.

(J) Hate Crime Reporting Procedures and Policies

Robert J Frank follows the Oxnard School Board policy as it pertains to hate-crime reporting.

In order to create a safe learning environment for all students, the Board of Trustees desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual based on his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the teacher and Principal. Upon receiving such a complaint, the Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 - Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation. Students are expected to respect all others while on school grounds or while participating in school activities. Any student engaging in hate-motivated behavior will be subject to the school discipline policies in accordance with the district policies and guidelines.

Safety Plan Review, Evaluation and Amendment Procedures

At R.J. Frank Academy of Marine Science and Engineering, the Leadership Team, ELAC, School Site Council, School Safety, and PBIS Committee will convene throughout the school year to update the School Safety Plan. The purpose of the School Safety Committee is to review the Safety Plan on a continual basis and make any necessary changes and adjustments in order to ensure the safety of students and staff members. The committee meets regularly to review and make any necessary recommendations and changes. All changes are brought to the attention of the entire staff and stakeholders at meetings. The plan is reviewed in December, approved by the SSC, and updated on March 1st.







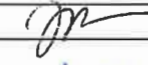

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Comprehensive School Safety Plan SB 187 Compliance Document

2022-2023 School Year

School: Fremont Academy of Environmental Science and Innovative D
CDS Code: 56725386055313
District: Oxnard School District
Address: 1130 North M Street
 Oxnard, CA 93030
Date of Adoption: February 15, 2023
Date of Review: -with Staff
 January 10, 2023
 -with Law Enforcement
 January 2023
 -with Fire Authority
 January 2023

Reviewed by:

Name	Title	Signature	Date
Dave De Los Santos	Principal		2/3/23
Kori Lauchland	Coordinator of Safety Plan (A.P.)		2/3/23
Sam Reveles	Teacher		2-3-23
Paul White	Teacher		2-3-23
Lisa Postas	SSC parent representative		1/27/23
Angelica Garibay	Classified staff member		2-3-23
Scott Brewer	Emergency Manager for Oxnard		
John Miller	Teacher		2/3/23
	Oxnard Police Department Representati		
Alejandro Garcia	Teacher		2/3/23

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Paul White	Teacher		
Lisa Postas	SSC parent representative		
Dave Crowell	Teacher		
Angelica Garibay	Classified staff member		
Scott Brewer	Emergency Manager for Oxnard		1/30/23
John Miller	Teacher		
Sam Reveles	Teacher		
	Oxnard Police Department Representative		2/10/23

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Senate Bill 187: Comprehensive School Safety Plan Purpose

Effective January 1, 2019, Assembly Bill 1747 (Rodriguez), School Safety Plans, became law. This bill requires that during the writing and development of the comprehensive school safety plan (CSSP), the school site council or safety committee consult with a fire department and other first responder entities in addition to currently required entities. It requires the CSSP and any updates made to the plan to be shared with the law enforcement agency, the fire department, and the other first responder entities.

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

- Assessment of school crime committed on school campuses and at school-related functions
- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy (electronic or paper) of the Comprehensive School Safety Plan is provided yearly to the following:

- School staff
- Parents
- After-school program staff
- Oxnard Police Department
- Oxnard Fire Department
- Early Childhood Education staff
- Volunteer Coaches

A copy of the Comprehensive School Safety Plan is available for review online at www.oxnardsd.org or in the Fremont Academy of Environmental Science and Innovative Design's office.

COVID-19 PANDEMIC INFORMATION FOR 2022 – 2023 SCHOOL YEAR

For the most up-to-date information concerning our COVID-19 protocols, feel free to visit the following websites:

Oxnard School District @ www.oxnardsd.org

Safety Plan Vision

At Fremont Academy, we support our district's motto, "Equity, Integrity, Accountability, and Service," and seek to find avenues within our students' learning journeys that lead them to become life-long learners, who have talents, skills, knowledge, and compassion to enrich our world. We commit to working together in partnership to provide a school climate and environment that is safe and secure for our students to thrive and succeed.

We believe all stakeholders deserve a physically, emotionally, mentally safe, secure, and positive learning environment through a caring and supportive staff, engaging curriculum, procedures, and training in order to accomplish the goals of high academic achievement and civic responsibilities. Safety of our students and staff is of utmost importance and Fremont will continue to provide safety education and practice for our students.

Components of the Comprehensive School Safety Plan (EC 32281)

Fremont Academy of Environmental Science and Innovative Design Safety Committee

Dave De Los Santos (Principal), Kori Lauchland (Assistant Principal & Safety Committee Coordinator), Paul White (Teacher), Sam Reveles (Teacher), Dave Crowell (Teacher), John Miller (teacher), Angelica Garibay (classified member), Scott Brewer (Emergency Manager for Oxnard), and Lisa Postas (Parent & SSC Representative).

Assessment of School Safety

Emergency drills are conducted on a monthly basis. The Oxnard PD participates in our Priority 1 lockdown drills and provides feedback to staff and administration. Risk management conducts an annual safety inspection. Custodians and the assistant principal conduct monthly inspections and follow-up with appropriate work orders as needed. Administration and teachers monitor the morning drop-off areas and afternoon dismissal to ensure safety rules are followed. In addition, the office referral process, attendance rates, suspensions/expulsion data, Panorama survey results, Local Law Enforcement Juvenile Crime Data, and property damage data are discussed with staff members at staff meetings. The Safety Committee reviewed and discussed procedures to be followed by staff and students during emergencies as well. Reviewing of protocols have also been conducted to make sure staff understands reporting procedures in relation to COVID-19. These include following safety protocols established by Risk Management for District and all school sites.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

The following strategies and programs are consistent with California educational code 32281 and reflect the school's commitment to safety within the following areas:

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

Fremont staff follows all education code and board policies for reporting child abuse. Staff members annually train, using the online training module provided by the Oxnard School District. Employees are to provide proof of completing this training. Certificates are verified by site supervisors and the District Human Resource Department.

GENERAL

As stated in the Board Policy (BP 5141.4), "District employees shall report known or suspected incidence of child abuse in accordance with district regulations and state law. Employees shall fully cooperate with the child protective agencies responsible for reporting, investigating and prosecuting cases of child abuse."

When an employee suspects child abuse, the employee shall immediately meet and discuss the situation with a school counselor or an administrator. Information will be noted (name of person making report, name of child, present location of child, nature and extent of injury, and all other pertinent information.) At that time the counselor or administrator will assist the employee in making a call to Children and Family Services (654-3200) or the local Police Department (Oxnard 385-7600, Sheriff's Dept. 654-2311). The counselor or administrator will make note of time, date and name of official contacted. The employee will then complete and mail the required written report to the local Children and Family services agency. The counselor or assistant principal will notify the principal.

Employees (mandated reporters) have absolute immunity and are not liable for filing a required report. If a mandated reporter does not wish to disclose his/her identity to a district administrator, he/she shall at least provide or mail a copy of the written report to the district without his/her signature or name after making the required call to Children and Family Services or appropriate law enforcement agency. Mandated reports of sexual activity must be reported to either the Department of Children and Family Services (DCFS) or to the appropriate police jurisdiction. This information will then be cross-reported to the other legal agency.

School manager either mails or faxes over the completed abuse form to CFS within 36 hours of the report. School office manager gives a copy to principal and to the Oxnard School District Superintendent.

SEXUAL ACTIVITY

Child abuse laws change from time to time. Should you suspect that a student is engaged in unlawful sexual activity, please consult with the school social worker and campus officer to determine if particular provisions under this section are current and in effect.

- a. Involuntary sexual activity is always reportable.

- b. Incest, even if voluntary, is always reportable. Incest is a marriage or act of intercourse between parents and children; ancestors and descendants of every degree; brothers and sisters of half and whole blood and uncles and nieces or aunts and nephews. (Family Code §2200).
- c. Voluntary Sexual Activity may or may not be reportable. Even if the behavior is voluntary, there are circumstances where the behavior is abusive, either by Penal Code definition or because of an exploitative relationship, then this behavior must be reported. If there is reasonable suspicion of sexual abuse prior to the consensual activity, the abuse must be reported.

Reportable Sexual Activity if a Child is 14 Years of Age and:

- a. Partner is younger than 14 years old, but there is a disparity in chronological or maturational age or indications of intimidation, coercion or bribery or other indications of an exploitative relationship.
- b. Partner is 14 years or older lewd & lascivious acts committed by a partner of any age partner is alleged spouse and over 14 years of age.

Reportable Sexual Activity if the Child is 14 or 15 years and:

- a. There is unlawful sexual intercourse with a partner older than 14 but less than 21 years of age and there is no indication of abuse or evidence of an exploitative relationship. There is unlawful sexual intercourse with a partner older than 21 years
- b. There is lewd and lascivious acts committed by a partner more than 10 years older than the child is.
- c. The partner is the alleged spouse and over 21 years of age

Reportable Sexual Activity if the Child is 16 or 17 years and:

- a. The partner is less than 14 years of age
- b. There is unlawful sexual intercourse with a partner older than 14 and there is evidence of an exploitative relationship
- c. The partner is the alleged spouse and there is evidence of an exploitative relationship

Reportable Sexual Activity if the Child is under 18 years:

- a. Sodomy, oral copulation, penetration of a genital or anal opening by a foreign object, even if consensual, with a partner of any age.

Not Reportable Sexual Activity:

- a. Child is 14 years or younger and partner is younger than 14 years and of similar age or maturational age. Sexual behavior is voluntary and consensual. There are no indications of intimidation, coercion, bribery, or other indications of an exploitative relationship.
- b. Unlawful sexual intercourse of a child 14 to 15-years old with a partner older than 14 and less than 21 years of age and there is no indication of abuse or evidence of an exploitative relationship.
- c. Unlawful sexual intercourse with a child 16 or 17 years with a partner older than 14 and there is no indication of an exploitative relationship.

Mandated reports of sexual activity must be reported to either the Department of Children and Family Services (DCFS) or to the appropriate police jurisdiction. This information will then be cross-reported to the other legal agency.

STAFF TRAINING

All Oxnard School District staff who work with students are trained annually in regard to child abuse. New employees are trained upon being hired. Employees receive training on their legal obligation under law regarding mandated reporting. Employees also receive training to recognize signs and symptoms of child abuse.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

GENERAL

This Plan addresses the Oxnard School District's responsibilities in emergencies associated with natural disaster, human-caused emergencies and technological incidents. It provides a framework for coordination of response and recovery efforts within the District in coordination and with local, State, and Federal agencies. The Plan establishes an emergency organization to direct and control operations at all sites during a period of emergency by assigning responsibilities to specific personnel. This Plan:

- Conforms to the Federally mandated National Incident Management System (NIMS), State mandated Standardized Emergency Management System (SEMS) and effectively restructures emergency response at all levels in compliance with the Incident Command System (ICS).
- Establishes response policies and procedures, providing Oxnard School District clear guidance for planning purposes.

- Describes and details procedural steps necessary to protect lives and property.
- Outlines coordination requirements.
- Provides a basis for unified training and response exercises to ensure compliance.

OBJECTIVES

- Protect the safety and welfare of students, employees and staff.
- Provide for a safe and coordinated response to emergencies.
- Protect the District's facilities and properties.
- Enable the District to restore normal conditions with minimal confusion in the shortest time possible.
- Provide for interface and coordination between sites and the District Emergency Operations Center (EOC).
- Provide for interface and coordination between sites and the County or city EOC in which they reside.
- Provide for the orderly conversion of pre-designated District sites to American Red Cross shelters, when necessary.

Schools are required by both federal statute and state regulation to be available for shelters following a disaster. The American Red Cross (ARC) has access to schools in damaged areas to set up their mass care facilities, and local governments have a right to use schools for the same purposes. This requires close cooperation between school officials and ARC or local government Representatives, and should be planned and arranged for in advance.

In an Emergency Building Evacuation, all employees will:

- Upon emergency alert, secure work area and depart/report to assigned area.
- Perform duties as pre-assigned by the Principal in cooperation with emergency services personnel.
- DO NOT re-enter the building without permission or request of emergency service authorities.
- Remain in the general assembly areas and calm students if not assigned another duty.
- When signaled to re-enter safe areas of the school, quickly do so.
- Upon safe re-entry, report anything amiss to the Operations Chief.

In an Emergency Building Evacuation, teachers will also:

- Upon alert, assemble students for evacuation using designated routes and account for all students.
- Secure room.
- If possible, leave a note on the door advising where the class evacuated to if other than the standard assembly area.
- Upon arrival at the assembly area, account for all students.
- Secure medical treatment for injured students.
- Report any students missing or left behind because of serious injuries.
- Stay with and calm students.
- If signaled to re-enter school, assure students do so quickly and calmly.
- Account for all students.
- Check room and report anything amiss to the Team Leader and/or Operations Chief.
- Debrief students to calm fears about the evacuation.

In an Emergency Campus Evacuation:

If it is necessary to evacuate the entire campus to another school or relief center, the Principal will:

- Notify the Superintendent of the Campus Evacuation.
- Cooperate with emergency authorities in enlisting students/staff with cars to help transport evacuees.
- Direct the evacuation, assure all students/staff are accounted for as they depart and arrive.

Dismissal of students from the school shall be governed by the emergency procedures outlined in this procedure guide and consistent with the Initial Response System. However, this policy does not preclude the exercise of professional judgment by an administrator when the circumstances of the situation indicate dismissal to be in the best interest of the student.

- Each teacher MUST KEEP THE REGISTER OR ENROLLMENT SHEET OF PUPILS READILY AVAILABLE AT ALL TIMES. The teacher will remain with students until directed otherwise.
- In the absence of orders from the superintendent, each school principal is authorized and directed to implement plans as described herein or take such other action as may be necessary to save lives and mitigate the effects of disasters.
- During an emergency period or condition created by disaster, occurrence students may only be released to parent, guardian or other adult specified on the Emergency Data Card. THERE SHALL BE NO EXCEPTIONS TO THIS POLICY.

Emergency Announcements will be provided on the following radio stations:

AM Radio Stations:

KTNQ-AM 1020 "Univision America" Spanish

KNX-AM 1070 "KNX 1070 Newsradio"

KUNX-AM 1400 "La Super X" Spanish

KKZZ-AM 1520 "La Voz" Spanish

KVTA- AM 1590 "Ventura's Talk Authority"

FM Radio Stations:

KCRU-FM 89.1 "Public Radio for Southern California"

KIND-FM 94.1 "Radio Indigena 94.1" Spanish / Mixteco

KXLM-FM 102.9 "Radio Lazer 102.9 FM" Spanish

CALIFORNIA EMERGENCY SERVICES ACT (CHAPTER 7, DIVISION 1, TITLE 2, CALIFORNIA GOVERNMENT CODE)

The Act provides the basic authorities for conducting emergency operations following a proclamation of Local Emergency, State of Emergency, or State of War Emergency by the Governor and/or appropriate local authorities, consistent with the provisions of this Act.

CALIFORNIA GOVERNMENT CODE, SECTION 3100, TITLE 1, DIVISION 4, CHAPTER 4.

States that public employees are disaster service workers, subject to such disaster service activities as may be assigned to them by their superiors or by law. The term "public employees" includes all persons employed by the state or any county, city, city and county, state agency or public district, excluding aliens legally employed.

The law applies to public school employees in the following cases:

- When a local emergency is proclaimed.
- When a state of emergency is proclaimed.
- When a federal disaster declaration is made.

The law has two ramifications for School District employees:

1. It is likely that public school employees are pressed into service as Disaster Service Workers by their superiors, and may be asked to do jobs other than their usual duties for periods exceeding their normal working hours.
2. When pressed into disaster service, employees' Workers' Compensation Coverage becomes the responsibility of state government (OES), but their overtime pay is paid by the school. These circumstances apply only when a local or state emergency is declared. States that (the Governor's Office of Emergency Services has stated) inadequately trained school staff render school officials potentially liable for acts committed or omitted by school staff acting within the scope of their training during or after a disaster. (Sub Sections 835-840.6). It requires that school districts be prepared to respond to emergencies using SEMS. (Section 8607, the Petris Bill).

CALIFORNIA CIVIL CODE, CHAPTER 9, SECTION 1799.102

It provides for "Good Samaritan Liability" for those providing emergency care at the scene of an emergency. ("No person, who, in good faith and not for compensation, renders emergency care at the scene of an emergency, shall be liable for any civil damages resulting from any act or omission. The scene of an emergency shall not include emergency departments and other places where medical care is usually offered.")

PUBLIC AGENCY USE OF SCHOOL BUILDINGS FOR EMERGENCY SHELTERS

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

AFTER SCHOOL PROGRAM

The after-school program staff is trained annually in regard to disaster response. The District maintains a full-time After School Program Manager, who oversees safety training and disaster preparedness for the program. The After School Program Manager ensures that the following safety components are addressed within the after-school program environment:

- Elements of a safe and orderly environment
- Emergency evacuation procedures
- Student release procedures
- Incident Command Team responsibilities
- Child abuse reporting
- Rules, expectations and consequences
- Non-discrimination and harassment reporting

TRAINING

All staff are trained annually in regard to disaster procedures within the Comprehensive School Safety Plan and the District's Emergency Operations Plan. The school conducts monthly safety drills for fire and earthquake. The school also conducts a lockdown security drill at a minimum of once yearly within the first month of school under the direction of the School Resource Officer.

FOR DISASTER PLAN PROTOCOLS AND PROCEDURES (SEE APPENDICES).

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

School policies follow district policies and state laws regarding suspension and expulsion. The suspension and expulsion policy is printed in the student handbook given to the student at the beginning of the year.

A pupil may not be suspended from school or recommended for expulsion unless the Superintendent or the principal of the school in which the pupil is enrolled determines that the pupil has committed an act as defined pursuant to one or more of subdivisions of the Education Code.

The Oxnard School District Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5)

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to himself/herself or others. (Education Code 48915)

The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be specified in administrative regulation.

Suspended or expelled students shall be excluded from all school-related extracurricular activities during the suspension or expulsion.

STUDENT DUE PROCESS

The board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in administrative regulation and law. (Education Code 48911, 48915, 48915.5)

ALTERNATIVES TO SUSPENSION / OPTIONS

All schools within the Oxnard School District may establish a suspension program, which involves progressive discipline during the school day on campus, conferences, detention, student study team, referral to support services staff and/or other resources including District.

REQUIRED PARENTAL ATTENDANCE

The teacher of the class from which the student was suspended may require the parent/caregiver to attend a portion of a school day in the classroom in coordination with the principal and in accordance with all related policies/regulations for implementing this school suspension option.

DEFINITIONS

Suspension from school means removal of a student from ongoing instruction for adjustment purposes.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision of school personnel.

NOTICE OF REGULATIONS

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Education Code 35291.5, 48900.1, 48980)

Notification shall include information about the availability of individual school rules and all district policies and regulations pertaining to student discipline. (Education Code 35291)

GROUNDINGS FOR SUSPENSION AND EXPULSION

Students may be subject to suspension or expulsion for committing any of the acts listed below:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
(2) Willfully used force or violence upon the person of another, except in self-defense.
- b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
- c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
- d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco, or tobacco products.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
- l) Knowingly received stolen school property or private property.
- m) Possessed an imitation firearm.
- n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
- o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
- r) Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:
 - (1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:
 - (A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
 - (B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
 - (C) Causing a reasonable pupil to experience substantial interference with his or her academic performance.
 - (D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.
 - (2) (A) "Electronic act" means the transmission, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication.
 - (i) A message, text, sound, or image.
 - (ii) A post on a social network Internet Web site including, but not limited to:
 - (I) Posting to or creating a burn page. "Burn page" means an Internet Web site created for the purpose of having one or more of the effects listed in paragraph (1).
 - (II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (III) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). "False profile" means a profile of a fictitious pupil or a profile using the

likeness or attributes of an actual pupil other than the pupil who created the false profile.

(B) Notwithstanding paragraph (1) and subparagraph (A), an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

(3) "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs

s) Aided or abetted the infliction or attempted infliction of physical injury.

E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.

E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.

E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.

E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

MANDATORY RECOMMENDATION FOR EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be in violation of Education Code 48915(a)(1), unless the principal determines that alternative means of correction would address the conduct.

(a)(1)(A) Causing serious physical injury to another person, except in self-defense.

(a)(1)(B) Possession of a knife, or other dangerous object of no reasonable use to the pupil.

(a)(1)(C) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).

(a)(1)(D) Robbery or extortion.

(a)(1)(E) Assault or battery upon any school employee.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be in violation of Education Code 48915(c). Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts, which may involve the possession or sale of narcotics or of a controlled substance, or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION

Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

BULLYING

CALIFORNIA STATE LAW REGARDING BULLYING

Right to Safe Schools. All students and staff of public primary, elementary, junior high, senior high schools, and community colleges, colleges, and universities have the inalienable right to attend campuses which are safe, secure and peaceful.

AB 9 – Seth’s Law

Requires schools to establish policies to prevent bullying and to address and be responsive to complaints about bullying.

- Requires school districts to include in its non-discrimination policy a detailed list where discrimination, harassment, intimidation, and bullying are prohibited under existing law—actual or perceived sexual orientation, gender, gender identity expression, race or ethnicity, nationality, religion, disability, or association with a person or group with one or more of these actual or perceived characteristics.
- Requires each school districts non-discrimination policy to describe the district’s procedure for addressing discrimination and harassment complaints; and be publicized in places for student and parental access.
- School districts are to strengthen professional development curricula for teachers, school counselors, and administrators with instruction on identifying and stopping discrimination and harassment and creating a school-wide culture of inclusion and respect for differences.

AB 746 - Cyber bullying.

Existing law, the Interagency School Safety Demonstration Act of 1985, defines bullying as one or more acts of sexual harassment, hate violence, or intentional harassment, threats, or intimidation, directed against school district personnel or pupils, committed by a pupil or group of pupils. Under existing law, bullying, including bullying committed by means of an electronic act, as defined, is a ground on which suspension or expulsion may be based. This bill would specify that an electronic act for purposes of the act includes a post on a social network Internet Web site.

AB 1156 – Bullying In Schools

Redefines California anti-bullying law by expanding the definition of bullying and linking it to academic achievement. It will also strengthen policies and procedures to reduce bullying in schools and keep students safe.

- Requires training of school site personnel in the prevention of bullying
- Links bullying to academic achievement
- Gives victims of bullying priority for school transfer, if requested
- Encourages school districts and county offices of education to include policies and procedures on the prevention of bullying in the school safety plan

OXNARD SCHOOL DISTRICT BOARD POLICY 5131.2

Bullying

The Board of Trustees recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

Cyberbullying includes the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person’s electronic account and assuming that person’s identity in order to damage that person’s reputation.

Strategies for bullying prevention and intervention shall be developed with involvement of key stakeholders in accordance with law, Board policy, and administrative regulation governing the development of comprehensive safety plans and shall be incorporated into such plans.

Bullying Prevention

To the extent possible, district and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and strategies to establish a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for perpetrators of bullying.

The district may provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies.

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias.

Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When appropriate, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators. He/she also may involve school counselors, mental health counselors, and/or law enforcement.

Complaints Procedures

The Board hereby designates the following position to handle complaints regarding bullying and inquiries regarding the district's bullying policies:

Assistant Superintendent, Human Resources and Support Services
1051 South A Street
Oxnard, CA 93030
(805) 385-1501 ext. 2050

Any student who feels that he/she has been subjected to bullying should immediately contact the Coordinator, the principal, or any other staff member. Any student or school employee who observes an incident of bullying should report the incident to the Coordinator or principal, whether or not the victim files a complaint.

Upon receiving a complaint of bullying, the Coordinator shall immediately investigate the complaint in accordance with site-level complaint procedures specified in AR 1312.3- Uniform Complaint Procedures.

The Superintendent or designee shall ensure that the student handbook clearly describes the district's bullying policy, procedures for filing a complaint regarding bullying, and the resources that are available to students who feel that they have been the victim of bullying. The district's policy may also be posted on the district website or any other location that is easily accessible to students.

When a student is reported to be engaging in bullying off campus, the Assistant Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.

When a student uses a social networking site or service to bully or harass another student, the Assistant Superintendent or designee shall file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

Discipline

Any student who engages in bullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion, in accordance with district policies and regulations. Alternative means of correction will be considered where appropriate, as required by Education Code section 48900.5

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

In order to fulfill the requirements made by Education Code 49079 that states teachers must be notified of the reason(s) a student has been suspended. Fremont has incorporated this notification into the existing "Attendance Reporting screen". On the daily attendance report, when a student is suspended, will show an "S" next to the student's name. To notify teachers of suspensions as they occur during the school year, the teacher is notified on the same day. The teacher can access the suspension by looking at the student's discipline screen. The information provided is for the student's current teachers only. All information regarding suspension and expulsion is CONFIDENTIAL, and is not to be shared with any student(s) or parent(s). Teachers are asked to secure any list with this information so students and others may not view it.

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.

- (a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 or Section 48915 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.
- (b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.
- (c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision a is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.
- (d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.
- (e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Fremont is committed to maintaining a school environment that is free from harassment and or discrimination. The Oxnard School Board prohibits harassment and or discrimination of any student by another student, an employee or other person, at school or at a school-sponsored activity. The Board also prohibits retaliatory behavior or action against any person who complains, testifies, assists or otherwise participates in the complaint process established in accordance with this policy. Employees go through mandated training to make sure they are aware of the various ways in which sexual sexual harassment can occur.

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational

environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

In accordance with Oxnard School District Policy 8145 AP, the purpose of dress standards shall be to ensure a safe and secure environment in which to offer a quality education.

Fremont Academy's dress policy is based upon the principle that the standard of dress and grooming is primarily the responsibility of the parents and students. Clothing should not disrupt the natural flow of the classroom or school activities. Clothes should be neat, clean, and of good taste. Apparel which draws undue attention to the wearer is inappropriate and disrupts learning.

The Provisions of a School-Wide Dress Code Related to Gang Apparel:

DRESS CODE

Gang related apparel is defined as apparel that reasonably can determine to threaten the health and safety of the school environment if it were worn or displayed on a school campus

California Education Code Title V, Section 302: A pupil who goes to school without proper attention having been given to personal cleanliness or neatness of dress, may be sent home to be properly prepared for school, or shall be required to prepare himself for the schoolroom before entering.

Students may not wear clothing or hairstyles that will be disruptive to the educational process.

Students who violate dress code will be directed to change. Repeated dress code violations will lead to disciplinary action.

Fremont Academy Dress DOES NOT ALLOW THE FOLLOWING:

1. Backless footwear, flip-flops, slippers or sandals.
2. Baggy pants/shorts/sweatpants that are larger than the student's actual waist size measurement or that fall below the waist band of their undergarments.
3. Pajamas or pajama bottoms.
4. Shorts and pants that have holes, rips and tears above mid-thigh, unless leggings are worn under them.
5. Shirts with holes, rips or tears or sheer tops without another shirt underneath.
6. Halter tops, tube tops, crop tops, spaghetti straps or any top that reveals undergarments. Shirts and tops must cover the stomach and chest area. Shirt shoulder straps must be at least 2" wide.
7. Blankets as a form of covering.

8. Chains that hang down to the waist.
9. Clothing or jewelry deemed provocative, disruptive, or hazardous to the health or safety of the wearer.
10. Clothing that is considered offensive.
11. Clothing with slogans or pictures that depict or suggest alcohol, drugs, sex, racism, weapons, violence or obscenities.
12. Excessively long pants that fall below the heel of the shoe.
13. Exposed undergarments.
14. Gang-related apparel of any kind.
15. Gloves, unless weather permits.
16. Hats are to be worn outside only, with the exception of those worn in religious observance. Hoods may not be worn in the classroom environment.
17. Professional team attire of the following (Cowboys, White Sox, Raiders, and Mariners) per recommendation of Oxnard PD. This includes hats, jerseys, t-shirts and any other clothing items.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

Upon arrival to school, students are to immediately come onto the campus through the designated entrances, and proceed to designated supervised areas. Under no circumstances are students to leave the campus to pick up friends, go to locations other than the school campus, or to loiter outside campus gates which includes the park.

Students who do not participate in after-school activities are to leave campus immediately. Students waiting for rides home need to wait in the designated pickup area located in front of the school office. Walkers are encouraged to walk home with friends or other students when possible and to not loiter outside of the campus which includes the park. Fremont staff briefly monitors before and after school at the park to ensure the safety of our students on their way to school and at dismissal. Students who fail to adhere to these rules may be subject to disciplinary consequences.

*Parents are not allowed to enter the staff parking lot to drop off or pick up students.

Fremont Academy is a closed campus. Students must stay on campus from the time of arrival in the morning, during lunch, and after school while waiting for the bus/parent. Students may leave campus during school hours if a written request from a parent or guardian has been approved. The request must state time, date and the reason for leaving campus. A Fremont Front Office staff member will issue an OFF-CAMPUS PASS once a request is approved by the principal or principal designee. Off-campus absences which are not approved in advance are UNEXCUSED, and students will be subject to disciplinary consequences. Under no circumstances should a student leave campus without written permission from the principal or principal designee.

Parents and guardians must check in at the office in order to pick up students who are leaving campus. Only parents and guardians and those persons listed on the emergency card with a valid ID can sign for a student leaving campus. Siblings under 18 years of age or may not sign a student out.

The Fremont Safety Committee meets once per trimester to monitor and review the safety plan and its recommendations will be followed by staff and students during emergencies. The School Safety Plan is updated annually.

The ongoing implementation of the CHAMPS program will provide positive behavior support and continuous implementation of the WEB program will ensure a safe and supportive school climate.

Risk Management from the District Office conducts a safety inspection of the campus on a yearly basis. A report is submitted and necessary changes are made.

The lead custodian and the principal conduct monthly safety inspections. Any safety issues reported by staff to administration are handled by the lead custodian and assistant principal. The lead custodian will submit work orders to the Facilities Department as needed.

The Principal/Assistant Principal greets students at the front of the school every morning. The lead custodian opens gates for buses at 8:00 a.m. on a daily basis. Fremont administrators open the front gate and monitor students exiting the front of the school at the end of the school day, and campus supervisors open gates for school buses. All campus supervisors and teachers are stationed at their assigned duty station. Visitors are required to sign in at the front office, provide proper identification, and wear a visitor's badge while on campus grounds during normal school visiting procedures. Due to recent COVID protocols, outside visitor protocol has been adjusted as necessary to fit within current recommended guidelines. Monthly drills are conducted for earthquakes, lockdowns, evacuation and fire drills on a rotating basis.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

Positive School Climate

Element:

School-wide Positive Behavior Support

Opportunity for Improvement:

Implement CHAMPS , WEB Programs, and PBIS Guidelines for Success (GFS)

Objectives	Action Steps	Resources	Lead Person	Evaluation
Continue to train staff in CHAMPS program via summer institute and through VCOE trainings.	Coordinate with Pupil Services Director regarding training schedule Advertise training to staff	CHAMPS books CHAMPS Trainer from Safe and Civil Schools Funding to support training	Pupil Services Director & Assistant Principal	Goal: 100% of teaching staff trained by June 2022.
Train campus assistants in CHAMPS principles.	Counselors to provide training to staff	Training to Counselors	Counselors	Goal: Initial training in Fall, follow-up training in Spring.
Develop CHAMPS guidelines in common areas.	Develop guidelines via CHAMPS Committee and staff feedback Order posters and arrange for posting in visible areas	Posters reflecting CHAMPS practices Funding to support school posters/banners	CHAMPS Committee	Goal: CHAMPS guidelines are posted, visible and referred to in common areas.
Utilize CHAMPS practices in classrooms across campus.	Get staff trained Conduct walk-throughs of classrooms utilizing CHAMPS practices Discuss CHAMPS implementation during staff meetings Provide coaching for CHAMPS classroom implementation	Posters reflecting CHAMPS practices	All Teachers	Goal: 100% of classrooms will be using CHAMPS practices by June 2023
Increase WEB coordinator training.	4th WEB coordinator to attend Advanced WEB training.	General and/or LCFF funding	Site WEB Coordinator	Goal: 100% of WEB coordinators have attended Advanced training by June 2023.
Continue implementation of WEB program.	Select 8th grade students to participate Train 8th grade students prior to school starting Provide collaboration time for WEB coordinators Schedule regular WEB activities	Additional WEB t-shirts Funding to support collaboration time	Student WEB Leaders WEB Coordinators	Goal: 8th grade WEB leaders represent 10% of 8th grade students. Goal: WEB activities take place at least once per month. Goal: WEB leaders provide academic support to 6th grade students.
Continue to implement the Fremont PBIS Guidelines for Success (WINGS) schoolwide	Display Guidelines for Success (WINGS) in all prominent locations campus wide including in all classrooms, front office, cafeteria, and display cases.	WINGS posters	PBIS Team lead and members	Goal: 100% of all students will be able to recite the Fremont Guidelines for Success (WINGS) by June 2023.

Component:

Disaster Preparedness

Element:

School Safety

Opportunity for Improvement:

Emergency bags & supplies, as well as establishing procedures for Reunification.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Safety Committee meets regularly to review safety issues.	Select Safety Committee members. Schedule meetings on a regular basis.	N/A	Assistant Principal & Safety Committee members	Goal: Safety Committee meet once per trimester.
Conduct monthly disaster drills (including lockdown, earthquake and fire) and review and adjust procedures as needed.	Schedule and conduct disaster drills Provide feedback to staff following disaster drills Review drills at Safety Committee meetings. Review lockdown procedures with staff.	Support from Oxnard PD and Risk Management	Assistant Principal & Safety Committee members	Goal: Conduct emergency drills yearly, including fire, earthquake and lockdown.
Purchase 10 walkie-talkies with matching ear piece.	Obtain requisition from Office Manager Garibay.	Procure from school or District funds.	Assistant Principal- Kori Lauchland	Goal: All campus supervisors and staff members using walkie-talkies will participate in daily communication monitoring.
The Safety Committee will create Reunification Procedures for safety disasters.	Fremont staff will participate in the next Reunification Drill.	Risk Management will provide Fremont with Reunification materials such as signs for parent check in and parent waiting area.	Assistant Principal- Kori Lauchland	Goal: Establish Reunification procedures by Spring 2023
Provide feedback to staff on disaster drills to improve performance.	AP to email feedback to staff following each drill.	N/A	Assistant Principal- Kori Lauchland	Goal: Improve disaster drill performance throughout the year.
Review procedures for safe ingress and egress of pupils.	Contact City of Oxnard traffic engineer to review M street and Glenwood street traffic and install flashing crosswalk.	Support from the City of Oxnard.	Assistant Principal - Kori Lauchland	Goal: Arrange meeting with City of Oxnard traffic engineering by Fall 2023
Provide better security for administrative office.	Submit work order to build two partitions at the front and back office and install security cameras.	Facilities will install partitions and security cameras at the front office.	Principal .Dave De Los Santos	Goal: ensure the safety of administrative staff.
Provide NCPI training to campus assistants.	Invite all Fremont campus assistants to register and participate in the District wide NCPI training by Spring 2023.	District will provide NCPI training.	Assistant Principal Kori Lauchland	Goal: Request campus assistants to provide NCPI certificate.

Component:

School's Safe Physical Environment

Element:

Safe School Environment

Opportunity for Improvement:

Regular safety inspections

Objectives	Action Steps	Resources	Lead Person	Evaluation
Identify and remedy uneven pavement and concrete.	Contact the Facilities Department to arrange for uneven areas to be painted or sanded down.	N/A	Assistant Principal & Grounds staff	Goal: All identified areas are sanded down or painted. This is an on going process.
Conduct annual inspection with Fire Department.	Conduct inspection with OFD Make suggested corrections Submit necessary work orders	Funding to address OFD recommendations	Assistant Principal & OFD	Goal: School is deemed fully compliant.
Conduct Risk Management safety inspection and make all necessary corrections.	Conduct inspection with Risk Management Make suggested corrections Submit necessary work orders.	Funding to address RM recommendations	Assistant Principal, Risk Management staff & Facilities staff	Goal: School is deemed fully compliant.
Doors on campus that are difficult to lock will be evaluated and repaired.	Submit work orders to the Facilities department for any classroom or cafeteria doors that are difficult to lock. Facilities to complete work orders.	School funds	Kori Lauchland (Assistant Principal) & Facilities staff.	Goal: 100% of classroom and cafeteria doors repaired as needed.
Fremont Academy needs more law enforcement presence.	Contact Oxnard Police Department to patrol the front of the school at the beginning and end of the school day.	Oxnard Police Department	Principal Dave De Los Santos	Goal: Contact Oxnard PD to implement request as soon as reasonably possible.

FALCONS



SPREAD YOUR

WORK HARD* **I**MPROVE* **N**O DRAMA* **G**ET GOOD GRADES* **S**HARE KINDNESS

The school discipline policy is summarized in the student/parent handbook which goes home with every student at the beginning of the year. Parents and students sign a form stating they read and discussed the handbook. Responsibility and school procedures are covered as part of an assembly with the students during the first week of school. The following pages are from the student handbook.

GENERAL

Education Code 44807: Every teacher in the public schools shall hold Pupils to a strict account for their conduct on the way to and from school, on the playgrounds, or during recess. A teacher, vice principal, principal, or any other certificated employee of a school district, shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of his duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning.

CONDUCT CODE PROCEDURES

The school rules and procedures were developed and adopted in accordance with California education code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas.

(J) Hate Crime Reporting Procedures and Policies

Procedures are followed according to the Education Code and Oxnard School Board Policies.

In order to create a safe learning environment for all students, the Board of Trustees desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual based on his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the teacher and Principal. Upon receiving such a complaint, the Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 - Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation. Students are expected to respect all others while on school grounds or while participating in school activities. Any student engaging in hate-motivated behavior will be subject to the school discipline policies in accordance with the district policies and guidelines.

Safety Plan Review, Evaluation and Amendment Procedures

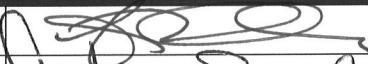
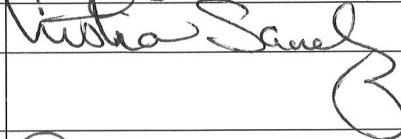
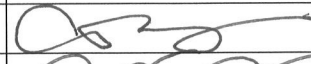

Procedures to ensure a safe school environment include . Review plan with staff in Fall. Review and update plan through regularly scheduled Safety Committee meetings. Review plan with School Site Council and ELAC in December-January. Complete annual Safe School Plan in December-January.

Comprehensive School Safety Plan SB 187 Compliance Document

2022-2023 School Year

School: Norma Harrington Elementary School
CDS Code: 56725386055297
District: Oxnard School District
Address: 451 E. Olive St.
 Oxnard, CA 93033
Date of Adoption: 2/15/23
Date of Review: -with Staff
 11/28/22
 -with Law Enforcement
 2/15/23
 -with Fire Authority
 2/15/23

Reviewed by:

Name	Title	Signature	Date
Rosaura Castellanos	Principal		12/5/22
Cristina Sanchez	Office Manager		12/5/22
Scott Brewer	Emergency Services Manager		
Amanda Dempsey	PBIS Team Member/Parent		12/6/22
Daniel Chavez	School Site Council President		12/6/22
	Police Department		

Comprehensive School Safety Plan SB 187 Compliance Document

2022-2023 School Year

School: Norma Harrington Elementary School
CDS Code: 56725386055297
District: Oxnard School District
Address: 451 E. Olive St.
 Oxnard, CA 93033
Date of Adoption: February 15, 2023
Date of Review: -with Staff
 November 28, 2022
 -with Law Enforcement
 January 2023
 -with Fire Authority
 January 2023

Reviewed by:

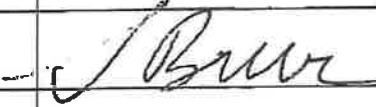

Name	Title	Signature	Date
Rosaura Castellanos	Principal		
Cristina Sanchez	Office Manager		
Scott Brewer	Emergency Services Manager		1/31/23
Amanda Dempsey	PBIS Team Member/Parent		
Daniel Chavez	School Site Council President		
	Police Department		2/4/23

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Senate Bill 187: Comprehensive School Safety Plan Purpose

Effective January 1, 2019, Assembly Bill 1747 (Rodriguez), School Safety Plans, became law. This bill requires that during the writing and development of the comprehensive school safety plan (CSSP), the school site council or safety committee consult with a fire department and other first responder entities in addition to currently required entities. It requires the CSSP and any updates made to the plan to be shared with the law enforcement agency, the fire department, and the other first responder entities.

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

- Assessment of school crime committed on school campuses and at school-related functions
- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy (electronic or paper) of the Comprehensive School Safety Plan is provided yearly to the following:

- School staff
- Parents
- After-school program staff
- Oxnard Police Department
- Oxnard Fire Department
- Early Childhood Education staff
- Volunteer Coaches

A copy of the Comprehensive School Safety Plan is available for review online at www.oxnardsd.org or in the Norma Harrington Elementary School's office.

COVID-19 PANDEMIC INFORMATION FOR 2022 – 2023 SCHOOL YEAR

For the most up-to-date information concerning our COVID-19 protocols, feel free to visit the following websites:

Oxnard School District @ www.oxnardsd.org

Ventura County Department of Public Health @ www.vhca.org
Center for Disease Control and Prevention @ www.cdc.gov

Safety Plan Vision

Harrington School is a Professional Learning Community committed to the teaching of the California Content Standards to ensure the achievement of all students. We commit to providing a safe learning environment that is open to diversity and respectful of the differences in culture and socioeconomics that our students bring to our school; these differences enrich the environment of Harrington Elementary. As a staff, we commit to work together in partnership to bring about the ultimate physical and emotional well-being of all of our students. At Norma Harrington we strive to create a safe and positive environment that supports learning by practicing Restorative Discipline both in the classroom and during unstructured time.

Components of the Comprehensive School Safety Plan (EC 32281)

Norma Harrington Elementary School Safety Committee

Rosaura Castellanos, Principal
Cristina Sanchez, Office Manager
Amanda Dempsey, Teacher
Dusti Mechling, Teacher
Chelsea Rubino, Teacher
Hugo Alcala, ORC
Irene Zavala, Counselor
Scott Brewer, Oxnard Fire Department

Assessment of School Safety

- The school administration shares suspension reports, and school behavior data with Positive Behavior Intervention and Supports team, School Site Council, English Learner Advisory Committee, and Parent Teacher Association in order to receive feedback and maintain transparency with our school community.
- The OPD will conduct an annual safety assessment of school including the traffic in the morning and after school and report findings to the school administration.
- The Lead Custodian, and the principal will make monthly safety inspections. Any safety issues reported, or observed will be communicated to administration will be handled by the lead custodian through completed appropriate paperwork to correct problems as needed.
- Risk Management from District Office conducts a safety inspection of the campus each year. A report is submitted and necessary changes are made.
- Safety committee will meet on a regular basis to review components of the plan.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

The following strategies and programs are consistent with California educational code 32281 and reflect the school's commitment to safety within the following areas:

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

GENERAL

As stated in the Board Policy (BP 5141.4), "District employees shall report known or suspected incidence of child abuse in accordance with district regulations and state law. Employees shall fully cooperate with the child protective agencies responsible for reporting, investigating and prosecuting cases of child abuse."

When an employee suspects child abuse, the employee shall immediately meet and discuss the situation with a school counselor or an administrator. Information will be noted (name of person making report, name of child, present location of child, nature and extent of injury, and all other pertinent information.) At that time the counselor or administrator will assist the employee in making a call to Children and Family Services (654-3200) or the local Police Department (Oxnard 385-7600, Sheriff's Dept. 654-2311). The counselor or administrator will make note of time, date and name of official contacted. The employee will then complete and mail

the required written report to the local Children and Family services agency. The counselor or assistant principal will notify the principal.

Employees (mandated reporters) have absolute immunity and are not liable for filing a required report. If a mandated reporter does not wish to disclose his/her identity to a district administrator, he/she shall at least provide or mail a copy of the written report to the district without his/her signature or name after making the required call to Children and Family Services or appropriate law enforcement agency. Mandated reports of sexual activity must be reported to either the Department of Children and Family Services (DCFS) or to the appropriate police jurisdiction. This information will then be cross-reported to the other legal agency.

School manager either mails or faxes over the completed abuse form to CFS within 36 hours of the report. School office manager gives a copy to principal and to the Oxnard School District Superintendent.

SEXUAL ACTIVITY

Child abuse laws change from time to time. Should you suspect that a student is engaged in unlawful sexual activity, please consult with the school social worker and campus officer to determine if particular provisions under this section are current and in effect.

- a. Involuntary sexual activity is always reportable.
- b. Incest, even if voluntary, is always reportable. Incest is a marriage or act of intercourse between parents and children; ancestors and descendants of every degree; brothers and sisters of half and whole blood and uncles and nieces or aunts and nephews. (Family Code §2200).
- c. Voluntary Sexual Activity may or may not be reportable. Even if the behavior is voluntary, there are circumstances where the behavior is abusive, either by Penal Code definition or because of an exploitative relationship, then this behavior must be reported. If there is reasonable suspicion of sexual abuse prior to the consensual activity, the abuse must be reported.

Reportable Sexual Activity if a Child is 14 Years of Age and:

- a. Partner is younger than 14 years old, but there is a disparity in chronological or maturational age or indications of intimidation, coercion or bribery or other indications of an exploitative relationship.
- b. Partner is 14 years or older lewd & lascivious acts committed by a partner of any age partner is alleged spouse and over 14 years of age.

Reportable Sexual Activity if the Child is 14 or 15 years and:

- a. There is unlawful sexual intercourse with a partner older than 14 but less than 21 years of age and there is no indication of abuse or evidence of an exploitative relationship. There is unlawful sexual intercourse with a partner older than 21 years
- b. There is lewd and lascivious acts committed by a partner more than 10 years older than the child is.
- c. The partner is the alleged spouse and over 21 years of age

Reportable Sexual Activity if the Child is 16 or 17 years and:

- a. The partner is less than 14 years of age
- b. There is unlawful sexual intercourse with a partner older than 14 and there is evidence of an exploitative relationship
- c. The partner is the alleged spouse and there is evidence of an exploitative relationship

Reportable Sexual Activity if the Child is under 18 years:

- a. Sodomy, oral copulation, penetration of a genital or anal opening by a foreign object, even if consensual, with a partner of any age.

Not Reportable Sexual Activity:

- a. Child is 14 years or younger and partner is younger than 14 years and of similar age or maturational age. Sexual behavior is voluntary and consensual. There are no indications of intimidation, coercion, bribery, or other indications of an exploitative relationship.
- b. Unlawful sexual intercourse of a child 14 to 15-years old with a partner older than 14 and less than 21 years of age and there is no indication of abuse or evidence of an exploitative relationship.
- c. Unlawful sexual intercourse with a child 16 or 17 years with a partner older than 14 and there is no indication of an exploitative relationship.

Mandated reports of sexual activity must be reported to either the Department of Children and Family Services (DCFS) or to the appropriate police jurisdiction. This information will then be cross-reported to the other legal agency.

STAFF TRAINING

All Oxnard School District staff who work with students are trained annually in regard to child abuse. New employees are trained upon being hired. Employees receive training on their legal obligation under law regarding mandated reporting. Employees also receive training to recognize signs and symptoms of child abuse.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

GENERAL

This Plan addresses the Oxnard School District's responsibilities in emergencies associated with natural disaster, human-caused emergencies and technological incidents. It provides a framework for coordination of response and recovery efforts within the District in coordination and with local, State, and Federal agencies. The Plan establishes an emergency organization to direct and control operations at all sites during a period of emergency by assigning responsibilities to specific personnel. This Plan:

- Conforms to the Federally mandated National Incident Management System (NIMS), State mandated Standardized Emergency Management System (SEMS) and effectively restructures emergency response at all levels in compliance with the Incident Command System (ICS).
- Establishes response policies and procedures, providing Oxnard School District clear guidance for planning purposes.
- Describes and details procedural steps necessary to protect lives and property.
- Outlines coordination requirements.
- Provides a basis for unified training and response exercises to ensure compliance.

OBJECTIVES

- Protect the safety and welfare of students, employees and staff.
- Provide for a safe and coordinated response to emergencies.
- Protect the District's facilities and properties.
- Enable the District to restore normal conditions with minimal confusion in the shortest time possible.
- Provide for interface and coordination between sites and the District Emergency Operations Center (EOC).
- Provide for interface and coordination between sites and the County or city EOC in which they reside.
- Provide for the orderly conversion of pre-designated District sites to American Red Cross shelters, when necessary.

Schools are required by both federal statute and state regulation to be available for shelters following a disaster. The American Red Cross (ARC) has access to schools in damaged areas to set up their mass care facilities, and local governments have a right to use schools for the same purposes. This requires close cooperation between school officials and ARC or local government Representatives, and should be planned and arranged for in advance.

In an Emergency Building Evacuation, all employees will:

- Upon emergency alert, secure work area and depart/report to assigned area.
- Perform duties as pre-assigned by the Principal in cooperation with emergency services personnel.
- DO NOT re-enter the building without permission or request of emergency service authorities.
- Remain in the general assembly areas and calm students if not assigned another duty.
- When signaled to re-enter safe areas of the school, quickly do so.
- Upon safe re-entry, report anything amiss to the Operations Chief.

In an Emergency Building Evacuation, teachers will also:

- Upon alert, assemble students for evacuation using designated routes and account for all students.
- Secure room.
- If possible, leave a note on the door advising where the class evacuated to if other than the standard assembly area.
- Upon arrival at the assembly area, account for all students.
- Secure medical treatment for injured students.
- Report any students missing or left behind because of serious injuries.
- Stay with and calm students.
- If signaled to re-enter school, assure students do so quickly and calmly.
- Account for all students.
- Check room and report anything amiss to the Team Leader and/or Operations Chief.
- Debrief students to calm fears about the evacuation.

In an Emergency Campus Evacuation:

If it is necessary to evacuate the entire campus to another school or relief center, the Principal will:

- Notify the Superintendent of the Campus Evacuation.
- Cooperate with emergency authorities in enlisting students/staff with cars to help transport evacuees.
- Direct the evacuation, assure all students/staff are accounted for as they depart and arrive.

Dismissal of students from the school shall be governed by the emergency procedures outlined in this procedure guide and consistent with the Initial Response System. However, this policy does not preclude the exercise of professional judgment by an administrator when the circumstances of the situation indicate dismissal to be in the best interest of the student.

- Each teacher MUST KEEP THE REGISTER OR ENROLLMENT SHEET OF PUPILS READILY AVAILABLE AT ALL TIMES. The teacher will remain with students until directed otherwise.
- In the absence of orders from the superintendent, each school principal is authorized and directed to implement plans as described herein or take such other action as may be necessary to save lives and mitigate the effects of disasters.
- During an emergency period or condition created by disaster, occurrence students may only be released to parent, guardian or other adult specified on the Emergency Data Card. THERE SHALL BE NO EXCEPTIONS TO THIS POLICY.

Emergency Announcements will be provided on the following radio stations:

AM Radio Stations:

KTNQ-AM 1020 "Univision America" Spanish
KNX-AM 1070 "KNX 1070 Newsradio"
KUNX-AM 1400 "La Super X" Spanish
KKZZ-AM 1520 "La Voz" Spanish
KVTA- AM 1590 "Ventura's Talk Authority"

FM Radio Stations:

KCRU-FM 89.1 "Public Radio for Southern California"
KIND-FM 94.1 "Radio Indigena 94.1" Spanish / Mixteco
KXLM-FM 102.9 "Radio Lazer 102.9 FM" Spanish

CALIFORNIA EMERGENCY SERVICES ACT (CHAPTER 7, DIVISION 1, TITLE 2, CALIFORNIA GOVERNMENT CODE)

The Act provides the basic authorities for conducting emergency operations following a proclamation of Local Emergency, State of Emergency, or State of War Emergency by the Governor and/or appropriate local authorities, consistent with the provisions of this Act.

CALIFORNIA GOVERNMENT CODE, SECTION 3100, TITLE 1, DIVISION 4, CHAPTER 4.

States that public employees are disaster service workers, subject to such disaster service activities as may be assigned to them by their superiors or by law. The term "public employees" includes all persons employed by the state or any county, city, city and county, state agency or public district, excluding aliens legally employed.

The law applies to public school employees in the following cases:

- When a local emergency is proclaimed.
- When a state of emergency is proclaimed.
- When a federal disaster declaration is made.

The law has two ramifications for School District employees:

1. It is likely that public school employees are pressed into service as Disaster Service Workers by their superiors, and may be asked to do jobs other than their usual duties for periods exceeding their normal working hours.
2. When pressed into disaster service, employees' Workers' Compensation Coverage becomes the responsibility of state government (OES), but their overtime pay is paid by the school. These circumstances apply only when a local or state emergency is declared. States that (the Governor's Office of Emergency Services has stated) inadequately trained school staff render school officials potentially liable for acts committed or omitted by school staff acting within the scope of their training during or after a disaster. (Sub Sections 835-840.6). It requires that school districts be prepared to respond to emergencies using SEMS. (Section 8607, the Petris Bill).

CALIFORNIA CIVIL CODE, CHAPTER 9, SECTION 1799.102

It provides for "Good Samaritan Liability" for those providing emergency care at the scene of an emergency. ("No person, who, in good faith and not for compensation, renders emergency care at the scene of an emergency, shall be liable for any civil damages resulting from any act or omission. The scene of an emergency shall not include emergency departments and other places where medical care is usually offered.")

PUBLIC AGENCY USE OF SCHOOL BUILDINGS FOR EMERGENCY SHELTERS

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

AFTER SCHOOL PROGRAM

The after-school program staff is trained annually in regard to disaster response. The District maintains a full-time After School Program Manager, who oversees safety training and disaster preparedness for the program. The After School Program Manager ensures that the following safety components are addressed within the after-school program environment:

- Elements of a safe and orderly environment
- Emergency evacuation procedures
- Student release procedures
- Incident Command Team responsibilities
- Child abuse reporting
- Rules, expectations and consequences
- Non-discrimination and harassment reporting

TRAINING

All staff are trained annually in regard to disaster procedures within the Comprehensive School Safety Plan and the District's Emergency Operations Plan. The school conducts monthly safety drills for fire and earthquake. The school also conducts a lockdown security drill at a minimum of once yearly within the first month of school under the direction of the School Resource Officer.

FOR DISASTER PLAN PROTOCOLS AND PROCEDURES (SEE APPENDICES).

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

The Oxnard School District Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5)

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to himself/herself or others. (Education Code 48915)

The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be specified in administrative regulation.

Suspended or expelled students shall be excluded from all school-related extracurricular activities during the suspension or expulsion.

STUDENT DUE PROCESS

The board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in administrative regulation and law. (Education Code 48911, 48915, 48915.5)

ALTERNATIVES TO SUSPENSION / OPTIONS

All schools within the Oxnard School District may establish a suspension program, which involves progressive discipline during the school day on campus, conferences, detention, student study team, referral to support services staff and/or other resources including District.

REQUIRED PARENTAL ATTENDANCE

The teacher of the class from which the student was suspended may require the parent/caregiver to attend a portion of a school day in the classroom in coordination with the principal and in accordance with all related policies/regulations for implementing this school suspension option.

DEFINITIONS

Suspension from school means removal of a student from ongoing instruction for adjustment purposes.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision of school personnel.

NOTICE OF REGULATIONS

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Education Code 35291.5, 48900.1, 48980)

Notification shall include information about the availability of individual school rules and all district policies and regulations pertaining to student discipline. (Education Code 35291)

GROUNDINGS FOR SUSPENSION AND EXPULSION

Students may be subject to suspension or expulsion for committing any of the acts listed below:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
(2) Willfully used force or violence upon the person of another, except in self-defense.
- b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
- c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
- d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco, or tobacco products.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
- l) Knowingly received stolen school property or private property.
- m) Possessed an imitation firearm.
- n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
- o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
- r) Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:
 - (1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:
 - (A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
 - (B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
 - (C) Causing a reasonable pupil to experience substantial interference with his or her academic performance.
 - (D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.

(2) (A) "Electronic act" means the transmission, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication.

(i) A message, text, sound, or image.

(ii) A post on a social network Internet Web site including, but not limited to:

- (I) Posting to or creating a burn page. "Burn page" means an Internet Web site created for the purpose of having one or more of the effects listed in paragraph (1).
- (II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
- (III) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

(B) Notwithstanding paragraph (1) and subparagraph (A), an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

(3) "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs

s) Aided or abetted the infliction or attempted infliction of physical injury.

E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.

E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.

E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.

E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

MANDATORY RECOMMENDATION FOR EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be in violation of Education Code 48915(a)(1), unless the principal determines that alternative means of correction would address the conduct.

(a)(1)(A) Causing serious physical injury to another person, except in self-defense.

(a)(1)(B) Possession of a knife, or other dangerous object of no reasonable use to the pupil.

(a)(1)(C) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).

(a)(1)(D) Robbery or extortion.

(a)(1)(E) Assault or battery upon any school employee.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be in violation of Education Code 48915(c). Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))

2. Brandishing a knife as defined in Education Code 48915(g) at another person.

3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.

4. Committing or attempting to commit a sexual assault.

5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts, which may involve the possession or sale of narcotics or of a controlled substance, or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student’s suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL’S DISCRETION IN RECOMMENDING EXPULSION

Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has “latitude of choice within certain legal bounds.” When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

BULLYING

CALIFORNIA STATE LAW REGARDING BULLYING

Right to Safe Schools. All students and staff of public primary, elementary, junior high, senior high schools, and community colleges, colleges, and universities have the inalienable right to attend campuses which are safe, secure and peaceful.

AB 9 – Seth’s Law

Requires schools to establish policies to prevent bullying and to address and be responsive to complaints about bullying.

- Requires school districts to include in its non-discrimination policy a detailed list where discrimination, harassment, intimidation, and bullying are prohibited under existing law—actual or perceived sexual orientation, gender, gender identity expression, race or ethnicity, nationality, religion, disability, or association with a person or group with one or more of these actual or perceived characteristics.
- Requires each school districts non-discrimination policy to describe the district’s procedure for addressing discrimination and harassment complaints; and be publicized in places for student and parental access.
- School districts are to strengthen professional development curricula for teachers, school counselors, and administrators with instruction on identifying and stopping discrimination and harassment and creating a school-wide culture of inclusion and respect for differences.

AB 746 - Cyber bullying.

Existing law, the Interagency School Safety Demonstration Act of 1985, defines bullying as one or more acts of sexual harassment, hate violence, or intentional harassment, threats, or intimidation, directed against school district personnel or pupils, committed by a pupil or group of pupils. Under existing law, bullying, including bullying committed by means of an electronic act, as defined, is a ground on which suspension or expulsion may be based. This bill would specify that an electronic act for purposes of the act includes a post on a social network Internet Web site.

AB 1156 – Bullying In Schools

Redefines California anti-bullying law by expanding the definition of bullying and linking it to academic achievement. It will also strengthen policies and procedures to reduce bullying in schools and keep students safe.

- Requires training of school site personnel in the prevention of bullying
- Links bullying to academic achievement
- Gives victims of bullying priority for school transfer, if requested
- Encourages school districts and county offices of education to include policies and procedures on the prevention of bullying in the school safety plan

OXNARD SCHOOL DISTRICT BOARD POLICY 5131.2

Bullying

The Board of Trustees recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

Cyberbullying includes the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Strategies for bullying prevention and intervention shall be developed with involvement of key stakeholders in accordance with law, Board policy, and administrative regulation governing the development of comprehensive safety plans and shall be incorporated into such plans.

Bullying Prevention

To the extent possible, district and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and strategies to establish a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for perpetrators of bullying.

The district may provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies.

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias.

Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When appropriate, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators. He/she also may involve school counselors, mental health counselors, and/or law enforcement.

Complaints Procedures

The Board hereby designates the following position to handle complaints regarding bullying and inquiries regarding the district's bullying policies:

Assistant Superintendent, Human Resources and Support Services

1051 South A Street

Oxnard, CA 93030

(805) 385-1501 ext. 2050

Any student who feels that he/she has been subjected to bullying should immediately contact the Coordinator, the principal, or any other staff member. Any student or school employee who observes an incident of bullying should report the incident to the Coordinator or principal, whether or not the victim files a complaint.

Upon receiving a complaint of bullying, the Coordinator shall immediately investigate the complaint in accordance with site-level complaint procedures specified in AR 1312.3- Uniform Complaint Procedures.

The Superintendent or designee shall ensure that the student handbook clearly describes the district's bullying policy, procedures for filing a complaint regarding bullying, and the resources that are available to students who feel that they have been the victim of bullying. The district's policy may also be posted on the district website or any other location that is easily accessible to students.

When a student is reported to be engaging in bullying off campus, the Assistant Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.

When a student uses a social networking site or service to bully or harass another student, the Assistant Superintendent or designee shall file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

Discipline

Any student who engages in bullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion, in accordance with district policies and regulations. Alternative means of correction will be considered where appropriate, as required by Education Code section 48900.5

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.

- (a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 or Section 48915 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.
- (b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.
- (c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision a is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.
- (d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.
- (e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational

environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

All students will be held to the Harrington School Dress Policy. Students who violate the dress policy will be requested to fix inappropriate clothing, or call home to have proper clothing items brought to school. Parents may be called at home or work to bring appropriate clothing to school. The following will be strictly adhered to:

Gang-Related apparel is defined as apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus.

California Education Code Title V, Section 302: A pupil who goes to school without proper attention having been given to personal cleanliness or neatness of dress, may be sent home to be properly prepared for school, or shall be required to prepare himself for the schoolroom before entering.

Students may not wear clothing or hairstyles that will be disruptive to the educational process. Jewelry that is considered dangerous should not be worn.

School dress codes are regularly reviewed by the School Site Council and/or School Safety Committee following these board of education policies.

1. Clothes should be neat, clean, and reflect good taste and decency.
2. Apparel, which draws undue attention to the wearer, is inappropriate.
3. Shoes must be worn at all times. Sandals (unless for medical reasons), thongs, high-heels or platform shoes are not permitted for safety reasons.
4. Bare midriffs, beach wear, halter tops, see-through outfits, and tube tops are not permitted. Spaghetti strap tops or dresses are also not permitted.
5. For the sake of modesty dresses, skirts and shorts should be at least 14 inches long from the waist to the hem. Cut-offs, short shorts and skin tight work-out or bicycle-athletic shorts are not permitted.
6. Pants with holes, bib straps hanging, cut or ragged cuffs or pants with belt straps hanging are not appropriate school attire.
7. Shirts with beer, alcohol, drugs or tobacco slogans are not to be worn. This includes shirts with obscene pictures, drug emblems or objectionable language.
8. Oversized clothing or shorts below the knee worn with long white socks are inappropriate. Clothing considered gang attire may not be worn.
9. Hats may not be worn except for special activity days or sports activities.
10. Shorts that stop between mid-calf and knees worn with long socks are considered gang attire and may not be worn.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

Student drop off and pick up has been identified as a concern the school's physical environment. The front parking lot is for staff parking and should not be used as a drive through to drop off students. Additionally parents should not drive in the exit at the end of the school day to pick up their child. Students should walk on the sidewalk and within the crosswalk area. This information is also shared in assemblies and with the parents at parent meetings. Safety issues are also shared through Connect Ed. as well as the monthly via any parent meetings. Our school site PBIS team meets officially once a month and as needed to address any concerns. School and district administration continue to meet with the Oxnard Police Department traffic division and implemented various changes to the ingress and egress procedures. We added a gate on Millie Lane in order to provide a safer place for students to load an unload from the bus. The Safety Committee continuously assesses the needs of the school in regards to safe ingress and egress of students and staff. Working collaboratively with all stakeholders, parent concerns and ideas are considered when making any changes to improve student/campus safety.

Parents/Guardians are asked to provide emergency contact information for their children at the beginning of the year, and are asked to make updates as soon as possible when contact information changes.

Parents/Guardians are responsible to provide the school with legal/custodial paperwork regarding a student. The legal documents are attached to the student's emergency card and will be followed accordingly.

Specific procedures include:

Morning Procedures:

- No students are allowed on campus before 7:30 AM
- All students report to the multipurpose room if they are on campus before 7:45 AM
- Students enter either through the gate on (Millie Lane) or back gate (Gisler).
- Breakfast is served from 7:30AM-8:00 AM
- Students can go out to the playground at 7:45 AM
- School begins at 8:00, there is a two minute warning bell at 7:58
- Harrington campus supervisors and teachers assist students at arrival and departure for safety

Arrival and Dismissal Procedures:

- Use caution during arrival and departure times, especially on Gisler St. Be patient and safe. Do not play in, on or around stairs, and stairwells.
- Cross streets at designated cross walks
- School personnel cross students and families at the Gisler intersection
- Parents dropping off students must use the safe drop off area located through the Gisler entrance.
- Dismissal time is 1:22 pm, (Wednesdays 1:15 pm) park outside of the school when waiting for children or in the drop off area (Gisler Entrance).
- Teachers supervise classes as they are dismissed for a safe and orderly dismissal.
- At dismissal, parents may enter through the back gate(Gisler) or front gate(Olive). On Wednesdays, parents may enter only through the back gate and the gate on Gisler/Olive.
- Parking lots are for Harrington Staff Only
- All visitors to the campus must check in at the office, sign in and obtain a visitor's pass/badge.

Closed Campus

- Harrington is a closed campus. All gates which provide access to the classrooms and other rooms, except the main office, remain locked during regular school hours.

Bus Riders Access:

- Students whom ride the bus to and from school enter and exit via the Millie gate. Campus assistants, Special Education Teacher, and para educators monitor and supervise students as they get on and off their buses.

Kindergarten Dismissal:

- Kinder students are dismissed from the front gates located on Olive. On rainy days or any day with inclement weather, students are dismissed from their classrooms.
- On Early Release Days (Wed) parents of 1st through 5th grade students must enter through the back gate or the Gisler gate in order to avoid high traffic during kinder dismissal.

Early Childhood Development Center:

- Parents sign students in and out upon arrival and dismissal

Leaving Early

- Students may leave campus, prior to dismissal; if parents, guardians, or persons designated by parents/guardians (and are on the emergency card) pick up students from school.
- Persons picking up students during the day must present a valid ID, be 18 years of age, noted on the emergency contact information, and sign the student(s) out in the office.

Tardy/Late Policy

School begins at 8am.

- If the student arrives after the tardy bell, the student must check into the office prior to going into the classroom. The student will receive an excused/unexcused tardy slip, then will be directed to go to the classroom.
- A truant tardy will be marked when the student arrives 30 minutes or more after the school's start time, without a valid excuse.

Excused Absences

- When a student is absent, the Parent or Guardian needs to notify the school through a written note or phone call to the office within 72 hours of the absence.

Excused absences include: illness, medical/dental appointments, court appearances (for students), religious observations, or death of an immediate family member.

Truancy Policy

The following are considered truant:

1. Being absent from school without the knowledge and consent of the parent/guardian/school.
2. Leaving the school grounds during the day without permission.
3. Staying out of class without permission.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

Positive School Climate

Element:

School wide positive behavior support

Opportunity for Improvement:

Structure during unstructured times(i.e. Recess, rainy day schedule)

Objectives	Action Steps	Resources	Lead Person	Evaluation
Staff will continue regularly scheduled, SSC, ELAC, PTA and other parent meeting to encourage parent involvement	Schedule regular meetings	N/A	Principal	Agenda & Minutes
PBIS team will work on school-wide Positive Behavior Accountability Program	Develop positive postcards, align student recognition to Guidelines for Success	Program materials exist at school	Principal, Computer Tech	PBIS Meeting
Students will be encouraged to participate in community events.(speech, art, athletics etc.)	Will distribute information to teachers and students	N/A	Principal and Leadership Team as well as corresponding school committee members	Representatives
CHAMPS protocols will continue to be developed for student safety.	CHAMPS trained staff members will develop school-wide protocols and instruct students on behavior expectations	District sponsored training through VCOE	CHAMPS Trained Staff Members	Development of CHAMPS protocols
Attendance Incentive Program	System developed and implemented	Program materials exist at school	Attendance Tech and ORC	Monthly Attendance Data

Component:

School's Physical Environment

Element:

Safe School Environment

Opportunity for Improvement:

Site based Response (see examples below)

Objectives	Action Steps	Resources	Lead Person	Evaluation
Will assure that the campus is secure on a daily basis. Open campus has key points that need constant supervision.	Campus assistants will be assigned to gates during arrival and dismissal. Counsel/Train staff to use proactive supervision and visibility as a deterrent.	Alignment of budget to add more supervision and training.	Principal, Office Manager	Observation/Incident Reports
Will have the custodian walk the campus every morning to notice and report hazardous conditions.	Submit work orders to clerk as needed	D.O Support	Custodian	Observation/Work Orders
Will continue to ensure that visitors on campus sign-in in the front office and receive a decal signifying they have checked in.	Have sign and decals available in front office.		Office Manager	Sign in sheets
Follow District Volunteer Procedures	Ensure parent volunteers follow clearance procedure	District office	Principal, office personnel	Sign in sheets
Pedestrian and motor traffic concerns	Contact Oxnard Police Department Traffic Safety	City of Oxnard, Oxnard School District	Principal, Risk Management, Director of Facilities, Director of Transportation, City of Oxnard Traffic Engineer, Oxnard Police Department Traffic Sergeant	On-going
Review dismissal gate procedures	Created an improved and safer flow of traffic at dismissal and drop off	School based	Principal, PBIS team, Campus Assistants	On-going
Increase curbside drop off area	Contact Oxnard Police Department Traffic Safety	City of Oxnard, Oxnard School District	Principal, Risk Management, Director of Facilities, Director of Transportation, City of Oxnard Traffic Engineer, Oxnard Police Department Traffic Sergeant	On-going
Additional Crossing Guard	Contact Oxnard Police Department Traffic Safety	City of Oxnard, Oxnard School District	Principal, Risk Management, Director of Facilities, Director of Transportation, City of Oxnard Traffic Engineer, Oxnard Police Department Traffic Sergeant	On-going

Component:

Disaster Preparedness

Element:

School Safety

Opportunity for Improvement:

Site based responses (see examples below)

Objectives	Action Steps	Resources	Lead Person	Evaluation
Will have monthly drills to build staff and students resiliency.(fire, earthquake, lock down)	Schedule drills. Train teachers in-charge on fire drills, lock down and incident command protocols.	Site, OPD, D.O	Principal, Office Manager Designee	Calendar, bulletin/debrief, Teacher feedback
Ensure plan is reviewed and adjusted as needed	Provide opportunities to have plan reviewed by stake holders	School Site	Principal, SSC	Minutes from meetings, feedback from teachers and parent groups such as ELAC, PTA, OPD
Include new partnership at the Early Childhood Development Center(ECDC)	Adjusted plan to include key personnel at the ECDC	Safety Plan	Noemi Valdes	Yearly

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)**Norma Harrington Elementary School Student Conduct Code****PURPOSE**

The School Rules and Procedures were developed and adopted in accordance with California Education Code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The Guidelines for Success for Harrington School are as follows and serve as our student behavior expectations:

Great Attitude
Respectful
Ownership
Work Hard
Leadership

GOALS

We want our students to develop a sense of values and to become responsible productive members of society.

BELIEFS

We believe our rules and procedures will:

- Provide a starting point for behavior and conduct expected.
- Provide a framework of expectations, rewards and consequences so we can be consistent and fair in disciplining students.
- Promote overall school safety and security for each student.
- Demonstrate our agreement and commitment to developing self-discipline and responsible youth.
- Provide opportunities for students and parents to participate with school faculty, staff and administration in ensuring the highest possible instructional climate.
- Promote knowledge and teach behavior which will help each student become self-respecting, successful and contributing adults.

PHILOSOPHY

A student's education is dependent upon a "team" effort involving the student, parents and school personnel. Each member of the team has specific responsibilities which must be met if the educational experience is to have the greatest positive results. Students, parents and teachers are encouraged to maintain an ongoing dialogue about the standards for personal conduct in relation to life at school. We want to be an extraordinary place of safety and positive opportunity for everyone.

Expectations of Students

- I will eat breakfast, arrive at school on time, be prepared to work, complete all assignments to the best of my ability, be respectful of others and their opportunity to learn.
- I will be responsible for my own behavior; that means following the classroom, school, and playground rules.
- I will follow the schools uniform/dress code policy.
- I will take care of all school materials, property and facilities.
- I will participate in extra learning opportunities as requested.

Expectations for Parents

- I will support the school and district homework, discipline, attendance, and uniform/dress code policies.
- I will spend at least 30 minutes daily in reading or study activities with my child & encourage him/her to complete their homework by providing a quiet place/time for study.
- I will make sure my child arrives to school on time, gets adequate sleep and has a healthy diet.
- I will attend at least one school evening function and parent conferences as requested.
- I will ensure that my child participates in academic interventions and support programs if my child is below grade level in reading, writing and/or math.

Expectation for Teachers

- I will teach a standards based instructional program and assign appropriate homework.
- I will provide instruction and assistance to address the individual needs of your child.
- I will communicate with you regularly regarding your child's progress and coordinate needed intervention.
- I will participate in providing a safe, positive and healthy learning environment for your child.
- I will participate in professional development to increase my teaching expertise.

Expectations for Administrators

- I will assure that all students will have equal access to a standards based curriculum.
- I will utilize all available resources to provide a safe, clean and healthy school environment.
- I will foster a climate of open and frequent communication between the home and school.
- I will promote the appreciation and value of language and cultural diversity.
- I will monitor program implementation and student results of the standards based curriculum.

Student Conduct, Concerns and Consequences:

Student conduct which prevents students from learning or teachers from teaching, will not be tolerated. We have established clear consequences for behavior that interferes with learning and rewards for positive behavior, to help all students maintain acceptable personal conduct. We provide classroom instruction in personal and social skills, incorporating the teaching of school rules and making wise choices in prevention of discipline incidents. Students learn that when they violate a school or classroom standard, a consequence will result. Disruptive, disrespectful behavior or harassment will not be tolerated. Students are not to endanger others, continually disregard rules or repeatedly interfere with others' right to learn.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

Note: Students may be disciplined for acts related to school activities or attendance which occur at any time including:

- While on school grounds;
- While going to or coming from school;
- During the lunch hour whether on or off campus;

- During, or going to or coming from, a school sponsored activity.

Other causes of disciplinary action:

- Deliberate littering of school premises;
- Chewing gum while at school;
- Using electronic devices during times when use is not allowed or to cause a disturbance
- Not adhering to the school dress code;
- Making bomb threats or false fire alarms;
- Setting fires or using explosive devices which threaten or cause damage to human life or property on school grounds or at school sponsored events;
- Habitual tardiness/truancy;
- Forging parents' signatures or school documents (CAC 306).

Consequences

After rules are taught, student may be counseled by their teacher, aide or principal for a first and second infraction. Parents may be notified in writing and/or telephone call for repeated infractions, by the student's teacher and/or principal. After counseling, students will lose privileges and may receive detentions for repeated infractions.

Continued infractions may require a parent conference with the student's teacher and/or principal. Serious infractions may result in immediate suspension and/or recommendation for expulsion for the student.

Positive Reinforcements

Incentives are used to promote exemplary student conduct.

SCHOOL RULES AND PROCEDURES IMPLEMENTATION RESPONSIBILITIES

Expectations:

- Basic rules are reviewed with students by classroom teachers at the beginning of each year.
- Basic school rules are sent home each year, in written form, for parental review.
- Students will be held responsible for their conduct.
- Parents will be responsible for providing and supporting an environment that is conducive to their child's/children's success.
- Teachers will cooperate with other staff in enforcing school rules and helping students understand the benefits of choosing behavior that shows respect for other people and property.
- The principal will establish and enforce rules that conform to district procedures and foster safety and good citizenship.

GENERAL

Education Code 44807: Every teacher in the public schools shall hold Pupils to a strict account for their conduct on the way to and from school, on the playgrounds, or during recess. A teacher, vice principal, principal, or any other certificated employee of a school district, shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of his duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning.

CONDUCT CODE PROCEDURES

The school rules and procedures were developed and adopted in accordance with California education code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas.

(J) Hate Crime Reporting Procedures and Policies

In order to create a safe learning environment for all students, the Board of Trustees desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual based on his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the teacher and Principal. Upon receiving such a complaint, the Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 - Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation. Students are expected to respect all others while on school grounds or while participating in school activities. Any student engaging in hate-motivated behavior will be subject to the school discipline policies in accordance with the district policies and guidelines.

Safety Plan Review, Evaluation and Amendment Procedures




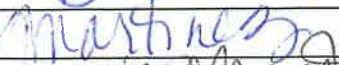
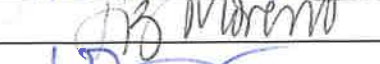

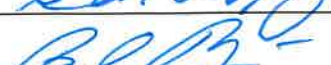

A Safety Committee is created every school year. The purpose of the committee is to review the Safety Plan on a continual basis and make any necessary changes and adjustments in order to ensure the safety of students and staff members. The committee meets on a monthly basis to review and make any necessary recommendations and changes. All changes are brought to the attention of the entire staff and stakeholders at meetings. The plan is reviewed in February, approved by the SSC, and updated on March 1st.

Comprehensive School Safety Plan SB 187 Compliance Document

2022-2023 School Year

School: Kamala School
CDS Code: 56725386055339
District: Oxnard School District
Address: 634 West Kamala Street
 Oxnard, CA 93033
Date of Adoption: February 15, 2023
Date of Review: -with Staff
 December 1, 2022
 -with Law Enforcement
 January 2023
 -with Fire Authority
 January 2023

Reviewed by:


Name	Title	Signature	Date
Matthew Rubin	Principal		2/4/23
Gabriela Torres	Assistant Principal		2/6/23
Bianca Ordaz	ORC/Afterschool Program Coordinator		2/10/23
Susan Martinez	Office Manager		2/6/23
Elizabeth Moreno	Attendance Technician		2/6/23
Wendy Marinez	School Counselor		02/06/2023
Sean Phrang	Lead Custodian		02/06/23
Brasilia Perez	Literacy Intervention Teacher/ SSC Vice Chair		2/6/2023
	Fire Department Representative		

Comprehensive School Safety Plan SB 187 Compliance Document

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Name	Title	Signature	Date
Matthew Rubin	Principal		
Gabriela Torres	Assistant Principal		
Bianca Ordaz	ORC/Afterschool Program Coordinator		
Susan Martinez	Office Manager		
Elizabeth Moreno	Attendance Technician		
Wendy Marinez	School Counselor		
Brenda Gonzalez	Chair, School Site Council		
Brasilia Perez	Literacy Intervention Teacher/ SSC Vice Chair		
SCOTT BREWER	Fire Department Representative		1/30/23

Name	Title	Signature	Date
Laurie McArthur	Police Department Representative	<i>Laurie McArthur</i>	2/6/23
Sean Phrang	Lead Custodian		

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Senate Bill 187: Comprehensive School Safety Plan Purpose

Effective January 1, 2019, Assembly Bill 1747 (Rodriguez), School Safety Plans, became law. This bill requires that during the writing and development of the comprehensive school safety plan (CSSP), the school site council or safety committee consult with a fire department and other first responder entities in addition to currently required entities. It requires the CSSP and any updates made to the plan to be shared with the law enforcement agency, the fire department, and the other first responder entities.

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

- Assessment of school crime committed on school campuses and at school-related functions
- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy (electronic or paper) of the Comprehensive School Safety Plan is provided yearly to the following:

- School staff
- Parents
- After-school program staff
- Oxnard Police Department
- Oxnard Fire Department
- Early Childhood Education staff
- Volunteer Coaches

A copy of the Comprehensive School Safety Plan is available for review online at www.oxnardsd.org or in the Kamala School's office.

COVID-19 PANDEMIC INFORMATION FOR 2022 – 2023 SCHOOL YEAR

For the most up-to-date information concerning our COVID-19 protocols, feel free to visit the following websites:

Oxnard School District @ www.oxnardsd.org

Ventura County Department of Public Health @ www.vhca.org

Safety Plan Vision

Vision...Ensure every student achieves his or her full potential.

Visión.... Asegúrese de que cada alumno alcance su máximo potencial.

We realize that in order to provide students with a successful learning environment, we must implement a safe school plan. Students cannot be expected to achieve their full potential unless they feel physically and emotionally safe at school. To this end, the school safety plan plays a key role in helping us reach our school's vision.

Components of the Comprehensive School Safety Plan (EC 32281)

Kamala School Safety Committee

Matthew Rubin, Principal
Gabriela Torres, Assistant Principal
Wendy Marinez, School Counselor
Bianca Ordaz, ORC/Afterschool Program Coordinator
Liz Moreno, Attendance Technician
Sean Pfrang, Lead Custodian
Brenda Martinez, Parent/ School Site Council Chair
Brasilia Perez, Literacy Intervention Teacher/ SSC Vice-Chair

Assessment of School Safety

The principal meets annually with Kamala staff to review school safety. The safety committee met and discussed procedures to follow by staff and students during emergencies.

Risk Management from Oxnard District Office conducted a safety inspection of the campus. Risk Management conducts a safety inspection of campus each year. A report is submitted and necessary changes are made.

Any safety issues are reported by staff to the administration and the issues are handled by the lead custodian or through work orders to the district office. The school principal meets monthly with the custodial services manager to discuss custodial concerns, including safety issues. Any necessary findings are reported to the Oxnard District Office through the work order process or by contacting district personnel directly, as appropriate.

Data from office referrals, attendance rates, suspensions and the Panorama Education Survey are reviewed with staff and parents during meetings.

The Safety Committee reviewed and discussed procedures to be followed by staff and students during emergencies

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

The following strategies and programs are consistent with California educational code 32281 and reflect the school's commitment to safety within the following areas:

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

School administration provides support to staff members reporting child abuse as needed. While staff members, as mandated reporters, are not required to disclose their identity to district administrators, all staff members are encouraged to work as a team with administrators, counselors, and other support staff when reporting issues of child abuse.

GENERAL

As stated in the Board Policy (BP 5141.4), "District employees shall report known or suspected incidence of child abuse in accordance with district regulations and state law. Employees shall fully cooperate with the child protective agencies responsible for reporting, investigating and prosecuting cases of child abuse."

When an employee suspects child abuse, the employee shall immediately meet and discuss the situation with a school counselor or an administrator. Information will be noted (name of person making report, name of child, present location of child, nature and extent of injury, and all other pertinent information.) At that time the counselor or administrator will assist the employee in making a call to Children and Family Services (654-3200) or the local Police Department (Oxnard 385-7600, Sheriff's Dept. 654-2311). The counselor or administrator will make note of time, date and name of official contacted. The employee will then complete and mail the required written report to the local Children and Family services agency. The counselor or assistant principal will notify the principal.

Employees (mandated reporters) have absolute immunity and are not liable for filing a required report. If a mandated reporter does not wish to disclose his/her identity to a district administrator, he/she shall at least provide or mail a copy of the written report to the district without his/her signature or name after making the required call to Children and Family Services or appropriate law enforcement agency. Mandated reports of sexual activity must be reported to either the Department of Children and Family Services (DCFS) or to the appropriate police jurisdiction. This information will then be cross-reported to the other legal agency.

School manager either mails or faxes over the completed abuse form to CFS within 36 hours of the report. School office manager gives a copy to principal and to the Oxnard School District Superintendent.

SEXUAL ACTIVITY

Child abuse laws change from time to time. Should you suspect that a student is engaged in unlawful sexual activity, please consult with the school social worker and campus officer to determine if particular provisions under this section are current and in effect.

- a. Involuntary sexual activity is always reportable.
- b. Incest, even if voluntary, is always reportable. Incest is a marriage or act of intercourse between parents and children; ancestors and descendants of every degree; brothers and sisters of half and whole blood and uncles and nieces or aunts and nephews. (Family Code §2200).
- c. Voluntary Sexual Activity may or may not be reportable. Even if the behavior is voluntary, there are circumstances where the behavior is abusive, either by Penal Code definition or because of an exploitative relationship, then this behavior must be reported. If there is reasonable suspicion of sexual abuse prior to the consensual activity, the abuse must be reported.

Reportable Sexual Activity if a Child is 14 Years of Age and:

- a. Partner is younger than 14 years old, but there is a disparity in chronological or maturational age or indications of intimidation, coercion or bribery or other indications of an exploitative relationship.
- b. Partner is 14 years or older lewd & lascivious acts committed by a partner of any age partner is alleged spouse and over 14 years of age.

Reportable Sexual Activity if the Child is 14 or 15 years and:

- a. There is unlawful sexual intercourse with a partner older than 14 but less than 21 years of age and there is no indication of abuse or evidence of an exploitative relationship. There is unlawful sexual intercourse with a partner older than 21 years
- b. There is lewd and lascivious acts committed by a partner more than 10 years older than the child is.
- c. The partner is the alleged spouse and over 21 years of age

Reportable Sexual Activity if the Child is 16 or 17 years and:

- a. The partner is less than 14 years of age
- b. There is unlawful sexual intercourse with a partner older than 14 and there is evidence of an exploitative relationship
- c. The partner is the alleged spouse and there is evidence of an exploitative relationship

Reportable Sexual Activity if the Child is under 18 years:

- a. Sodomy, oral copulation, penetration of a genital or anal opening by a foreign object, even if consensual, with a partner of any age.

Not Reportable Sexual Activity:

- a. Child is 14 years or younger and partner is younger than 14 years and of similar age or maturational age. Sexual behavior is voluntary and consensual. There are no indications of intimidation, coercion, bribery, or other indications of an exploitative relationship.
- b. Unlawful sexual intercourse of a child 14 to 15-years old with a partner older than 14 and less than 21 years of age and there is no indication of abuse or evidence of an exploitative relationship.
- c. Unlawful sexual intercourse with a child 16 or 17 years with a partner older than 14 and there is no indication of an exploitative relationship.

Mandated reports of sexual activity must be reported to either the Department of Children and Family Services (DCFS) or to the appropriate police jurisdiction. This information will then be cross-reported to the other legal agency.

STAFF TRAINING

All Oxnard School District staff who work with students are trained annually in regard to child abuse. New employees are trained upon being hired. Employees receive training on their legal obligation under law regarding mandated reporting. Employees also receive training to recognize signs and symptoms of child abuse.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

GENERAL

This Plan addresses the Oxnard School District's responsibilities in emergencies associated with natural disaster, human-caused emergencies and technological incidents. It provides a framework for coordination of response and recovery efforts within the District in coordination and with local, State, and Federal agencies. The Plan establishes an emergency organization to direct and control operations at all sites during a period of emergency by assigning responsibilities to specific personnel. This Plan:

- Conforms to the Federally mandated National Incident Management System (NIMS), State mandated Standardized Emergency Management System (SEMS) and effectively restructures emergency response at all levels in compliance with the Incident Command System (ICS).
- Establishes response policies and procedures, providing Oxnard School District clear guidance for planning purposes.
- Describes and details procedural steps necessary to protect lives and property.
- Outlines coordination requirements.
- Provides a basis for unified training and response exercises to ensure compliance.

OBJECTIVES

- Protect the safety and welfare of students, employees and staff.
- Provide for a safe and coordinated response to emergencies.
- Protect the District's facilities and properties.
- Enable the District to restore normal conditions with minimal confusion in the shortest time possible.
- Provide for interface and coordination between sites and the District Emergency Operations Center (EOC).
- Provide for interface and coordination between sites and the County or city EOC in which they reside.
- Provide for the orderly conversion of pre-designated District sites to American Red Cross shelters, when necessary.

Schools are required by both federal statute and state regulation to be available for shelters following a disaster. The American Red Cross (ARC) has access to schools in damaged areas to set up their mass care facilities, and local governments have a right to use schools for the same purposes. This requires close cooperation between school officials and ARC or local government Representatives, and should be planned and arranged for in advance.

In an Emergency Building Evacuation, all employees will:

- Upon emergency alert, secure work area and depart/report to assigned area.
- Perform duties as pre-assigned by the Principal in cooperation with emergency services personnel.
- DO NOT re-enter the building without permission or request of emergency service authorities.
- Remain in the general assembly areas and calm students if not assigned another duty.
- When signaled to re-enter safe areas of the school, quickly do so.
- Upon safe re-entry, report anything amiss to the Operations Chief.

In an Emergency Building Evacuation, teachers will also:

- Upon alert, assemble students for evacuation using designated routes and account for all students.
- Secure room.
- If possible, leave a note on the door advising where the class evacuated to if other than the standard assembly area.
- Upon arrival at the assembly area, account for all students.
- Secure medical treatment for injured students.
- Report any students missing or left behind because of serious injuries.
- Stay with and calm students.
- If signaled to re-enter school, assure students do so quickly and calmly.
- Account for all students.
- Check room and report anything amiss to the Team Leader and/or Operations Chief.
- Debrief students to calm fears about the evacuation.

In an Emergency Campus Evacuation:

If it is necessary to evacuate the entire campus to another school or relief center, the Principal will:

- Notify the Superintendent of the Campus Evacuation.
- Cooperate with emergency authorities in enlisting students/staff with cars to help transport evacuees.

- Direct the evacuation, assure all students/staff are accounted for as they depart and arrive.

Dismissal of students from the school shall be governed by the emergency procedures outlined in this procedure guide and consistent with the Initial Response System. However, this policy does not preclude the exercise of professional judgment by an administrator when the circumstances of the situation indicate dismissal to be in the best interest of the student.

- Each teacher MUST KEEP THE REGISTER OR ENROLLMENT SHEET OF PUPILS READILY AVAILABLE AT ALL TIMES. The teacher will remain with students until directed otherwise.
- In the absence of orders from the superintendent, each school principal is authorized and directed to implement plans as described herein or take such other action as may be necessary to save lives and mitigate the effects of disasters.
- During an emergency period or condition created by disaster, occurrence students may only be released to parent, guardian or other adult specified on the Emergency Data Card. THERE SHALL BE NO EXCEPTIONS TO THIS POLICY.

Emergency Announcements will be provided on the following radio stations:

AM Radio Stations:

KTNQ-AM 1020 "Univision America" Spanish
 KNX-AM 1070 "KNX 1070 Newsradio"
 KUNX-AM 1400 "La Super X" Spanish
 KKZZ-AM 1520 "La Voz" Spanish
 KVTA- AM 1590 "Ventura's Talk Authority"

FM Radio Stations:

KCRU-FM 89.1 "Public Radio for Southern California"
 KIND-FM 94.1 "Radio Indigena 94.1" Spanish / Mixteco
 KXLM-FM 102.9 "Radio Lazer 102.9 FM" Spanish

CALIFORNIA EMERGENCY SERVICES ACT (CHAPTER 7, DIVISION 1, TITLE 2, CALIFORNIA GOVERNMENT CODE)

The Act provides the basic authorities for conducting emergency operations following a proclamation of Local Emergency, State of Emergency, or State of War Emergency by the Governor and/or appropriate local authorities, consistent with the provisions of this Act.

CALIFORNIA GOVERNMENT CODE, SECTION 3100, TITLE 1, DIVISION 4, CHAPTER 4.

States that public employees are disaster service workers, subject to such disaster service activities as may be assigned to them by their superiors or by law. The term "public employees" includes all persons employed by the state or any county, city, city and county, state agency or public district, excluding aliens legally employed.

The law applies to public school employees in the following cases:

- When a local emergency is proclaimed.
- When a state of emergency is proclaimed.
- When a federal disaster declaration is made.

The law has two ramifications for School District employees:

1. It is likely that public school employees are pressed into service as Disaster Service Workers by their superiors, and may be asked to do jobs other than their usual duties for periods exceeding their normal working hours.
2. When pressed into disaster service, employees' Workers' Compensation Coverage becomes the responsibility of state government (OES), but their overtime pay is paid by the school. These circumstances apply only when a local or state emergency is declared. States that (the Governor's Office of Emergency Services has stated) inadequately trained school staff render school officials potentially liable for acts committed or omitted by school staff acting within the scope of their training during or after a disaster. (Sub Sections 835-840.6). It requires that school districts be prepared to respond to emergencies using SEMS. (Section 8607, the Petris Bill).

CALIFORNIA CIVIL CODE, CHAPTER 9, SECTION 1799.102

It provides for "Good Samaritan Liability" for those providing emergency care at the scene of an emergency. ("No person, who, in good faith and not for compensation, renders emergency care at the scene of an emergency, shall be liable for any civil damages

resulting from any act or omission. The scene of an emergency shall not include emergency departments and other places where medical care is usually offered.")

PUBLIC AGENCY USE OF SCHOOL BUILDINGS FOR EMERGENCY SHELTERS

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

AFTER SCHOOL PROGRAM

The after-school program staff is trained annually in regard to disaster response. The District maintains a full-time After School Program Manager, who oversees safety training and disaster preparedness for the program. The After School Program Manager ensures that the following safety components are addressed within the after-school program environment:

- Elements of a safe and orderly environment
- Emergency evacuation procedures
- Student release procedures
- Incident Command Team responsibilities
- Child abuse reporting
- Rules, expectations and consequences
- Non-discrimination and harassment reporting

TRAINING

All staff are trained annually in regard to disaster procedures within the Comprehensive School Safety Plan and the District's Emergency Operations Plan. The school conducts monthly safety drills for fire and earthquake. The school also conducts a lockdown security drill at a minimum of once yearly within the first month of school under the direction of the School Resource Officer.

FOR DISASTER PLAN PROTOCOLS AND PROCEDURES (SEE APPENDICES).

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

Administrators are familiar with, and comply with, all aspects of the education code pertaining to suspension, expulsion, and mandatory expulsion.

The Oxnard School District Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5)

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to himself/herself or others. (Education Code 48915)

The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be specified in administrative regulation.

Suspended or expelled students shall be excluded from all school-related extracurricular activities during the suspension or expulsion.

STUDENT DUE PROCESS

The board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in administrative regulation and law. (Education Code 48911, 48915, 48915.5)

ALTERNATIVES TO SUSPENSION / OPTIONS

All schools within the Oxnard School District may establish a suspension program, which involves progressive discipline during the school day on campus, conferences, detention, student study team, referral to support services staff and/or other resources including District.

REQUIRED PARENTAL ATTENDANCE

The teacher of the class from which the student was suspended may require the parent/caregiver to attend a portion of a school day in the classroom in coordination with the principal and in accordance with all related policies/regulations for implementing this school suspension option.

DEFINITIONS

Suspension from school means removal of a student from ongoing instruction for adjustment purposes.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision of school personnel.

NOTICE OF REGULATIONS

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Education Code 35291.5, 48900.1, 48980)

Notification shall include information about the availability of individual school rules and all district policies and regulations pertaining to student discipline. (Education Code 35291)

GROUND FOR SUSPENSION AND EXPULSION

Students may be subject to suspension or expulsion for committing any of the acts listed below:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
(2) Willfully used force or violence upon the person of another, except in self-defense.
- b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
- c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
- d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco, or tobacco products.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
- l) Knowingly received stolen school property or private property.
- m) Possessed an imitation firearm.
- n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
- o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
- r) Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:
 - (1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:
 - (A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
 - (B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
 - (C) Causing a reasonable pupil to experience substantial interference with his or her academic performance.
 - (D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.
 - (2) (A) "Electronic act" means the transmission, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication.
 - (i) A message, text, sound, or image.
 - (ii) A post on a social network Internet Web site including, but not limited to:

- (I) Posting to or creating a burn page. "Burn page" means an Internet Web site created for the purpose of having one or more of the effects listed in paragraph (1).
- (II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
- (III) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

(B) Notwithstanding paragraph (1) and subparagraph (A), an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

(3) "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs

s) Aided or abetted the infliction or attempted infliction of physical injury.

E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.

E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.

E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.

E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

MANDATORY RECOMMENDATION FOR EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be in violation of Education Code 48915(a)(1), unless the principal determines that alternative means of correction would address the conduct.

(a)(1)(A) Causing serious physical injury to another person, except in self-defense.

(a)(1)(B) Possession of a knife, or other dangerous object of no reasonable use to the pupil.

(a)(1)(C) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).

(a)(1)(D) Robbery or extortion.

(a)(1)(E) Assault or battery upon any school employee.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be in violation of Education Code 48915(c). Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))

2. Brandishing a knife as defined in Education Code 48915(g) at another person.

3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.

4. Committing or attempting to commit a sexual assault.

5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts, which may involve the possession or sale of narcotics or of a controlled substance, or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c)

or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION

Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

BULLYING

CALIFORNIA STATE LAW REGARDING BULLYING

Right to Safe Schools. All students and staff of public primary, elementary, junior high, senior high schools, and community colleges, colleges, and universities have the inalienable right to attend campuses which are safe, secure and peaceful.

AB 9 – Seth's Law

Requires schools to establish policies to prevent bullying and to address and be responsive to complaints about bullying.

- Requires school districts to include in its non-discrimination policy a detailed list where discrimination, harassment, intimidation, and bullying are prohibited under existing law—actual or perceived sexual orientation, gender, gender identity expression, race or ethnicity, nationality, religion, disability, or association with a person or group with one or more of these actual or perceived characteristics.
- Requires each school districts non-discrimination policy to describe the district's procedure for addressing discrimination and harassment complaints; and be publicized in places for student and parental access.
- School districts are to strengthen professional development curricula for teachers, school counselors, and administrators with instruction on identifying and stopping discrimination and harassment and creating a school-wide culture of inclusion and respect for differences.

AB 746 - Cyber bullying.

Existing law, the Interagency School Safety Demonstration Act of 1985, defines bullying as one or more acts of sexual harassment, hate violence, or intentional harassment, threats, or intimidation, directed against school district personnel or pupils, committed by a pupil or group of pupils. Under existing law, bullying, including bullying committed by means of an electronic act, as defined, is a ground on which suspension or expulsion may be based. This bill would specify that an electronic act for purposes of the act includes a post on a social network Internet Web site.

AB 1156 – Bullying In Schools

Redefines California anti-bullying law by expanding the definition of bullying and linking it to academic achievement. It will also strengthen policies and procedures to reduce bullying in schools and keep students safe.

- Requires training of school site personnel in the prevention of bullying
- Links bullying to academic achievement
- Gives victims of bullying priority for school transfer, if requested
- Encourages school districts and county offices of education to include policies and procedures on the prevention of bullying in the school safety plan

OXNARD SCHOOL DISTRICT BOARD POLICY 5131.2

Bullying

The Board of Trustees recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

Cyberbullying includes the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Strategies for bullying prevention and intervention shall be developed with involvement of key stakeholders in accordance with law, Board policy, and administrative regulation governing the development of comprehensive safety plans and shall be incorporated into such plans.

Bullying Prevention

To the extent possible, district and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and strategies to establish a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for perpetrators of bullying.

The district may provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies.

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias.

Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When appropriate, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators. He/she also may involve school counselors, mental health counselors, and/or law enforcement.

Complaints Procedures

The Board hereby designates the following position to handle complaints regarding bullying and inquiries regarding the district's bullying policies:

Assistant Superintendent, Human Resources and Support Services
1051 South A Street
Oxnard, CA 93030
(805) 385-1501 ext. 2050

Any student who feels that he/she has been subjected to bullying should immediately contact the Coordinator, the principal, or any other staff member. Any student or school employee who observes an incident of bullying should report the incident to the Coordinator or principal, whether or not the victim files a complaint.

Upon receiving a complaint of bullying, the Coordinator shall immediately investigate the complaint in accordance with site-level complaint procedures specified in AR 1312.3- Uniform Complaint Procedures.

The Superintendent or designee shall ensure that the student handbook clearly describes the district's bullying policy, procedures for filing a complaint regarding bullying, and the resources that are available to students who feel that they have been the victim of bullying. The district's policy may also be posted on the district website or any other location that is easily accessible to students.

When a student is reported to be engaging in bullying off campus, the Assistant Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.

When a student uses a social networking site or service to bully or harass another student, the Assistant Superintendent or designee shall file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

Discipline

Any student who engages in bullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion, in accordance with district policies and regulations. Alternative means of correction will be considered where appropriate, as required by Education Code section 48900.5

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

The principal will notify teachers as needed. Additionally, teachers are notified annually of their right to review student cum file records.

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.

- (a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 or Section 48915 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.
- (b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.
- (c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision a is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.
- (d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.
- (e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits, or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

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(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

Gang related apparel is defined as apparel that reasonably can determine to threaten the health and safety of the school environment if it were worn or displayed on a school campus

California Education Code Title V, Section 302: A pupil who goes to school without proper attention having been given to personal cleanliness or neatness of dress, may be sent home to be properly prepared for school, or shall be required to prepare himself for the schoolroom before entering.

Students may not wear clothing or hairstyles that will be disruptive to the educational process.

Kamala Dress Code Policy:

Primary responsibility for student grooming lies with the student and his or her parents; while working closely with school administration. The purpose of the dress standards shall be to ensure a safe and secure environment in which to offer a quality education.

All clothing shall be neat, clean and acceptable in repair and appearance and shall be worn within the bounds of decency and good taste as appropriate for school. Garments shall be sufficient to appropriately conceal undergarments at all times.

- Articles of clothing which display gang symbols, profanity or products, or slogans, which promote tobacco, alcohol, drugs; materially interfere with schoolwork; create disorder or disrupt the educational process are not allowed. Professional sport team jackets, T-shirts, and hats are also not permitted at school.
- Metal accessories and jewelry that present a hazard to the health and safety of students are prohibited.
- Tank tops with spaghetti straps may not be worn without a T-shirt underneath.
- Oversized clothing is inappropriate and must not create a safety hazard during physical activity. Clothing may be no more than one size larger than the appropriate size. Pants must stay up on hips without the use of a belt and should not cover shoes.
- Beach wear, halter-tops, tube tops, bare midriffs, see through outfits, or off the shoulder blouses or blouses with thin straps are not appropriate or acceptable.
- Shorts are permissible and must be at least mid-thigh in length. All shorts and jeans should be appropriate for school.
- Shorts that stop between mid-calf and knees worn with long white socks are considered gang attire and may not be worn. There must be at least four inches between the top of the socks and bottom of the shorts. Thigh high is not acceptable attire for school.
- Straps must be fastened at all times. Bib overalls must be worn with both straps fastened.
- Tights will be allowed if over garment reaches 4 inches above the knee.
- All students must wear shoes. Strap on tennis shoes need to be strapped across the foot for safety. Flip-flops or sandals are inappropriate for safety reasons. Closed toe shoes only.
- Hats and hoods may be worn only outside. Gang related symbols of any kind on the hats and professional sports team names/logos are not acceptable. Official school hats, inclement weather hats or hats that are part of an accessorized outfit are acceptable.
- A belt with military type buckles oversized buckles or chains may not be worn. Belts must be appropriately fitted.
- Exceptions to the dress code can only be made for medical necessity, health reasons, or religious beliefs.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

The Safety Committee continuously assesses the needs of the school in regards to safe ingress and egress of students and staff. Working collaboratively with all stakeholders, parent concerns and ideas are considered when making any changes to improve student/campus safety.

Parents/Guardians are asked to provide emergency contact information for their children at the beginning of the year, and are asked to make updates as soon as possible when contact information changes.

Parents/Guardians are responsible to provide the school with legal/custodial paperwork regarding a student. The legal documents are attached to the student's emergency card and will be followed accordingly.

School Hours

- The regular student day is from 8:00 am - 1:22 pm for kindergarten, 8:00 am to 2:15 pm. for students from grades 1-5 and 8:00 am to 2:33 pm for students from grades 6-8. Wednesdays are "banking" days, and the school day ends 60 minutes earlier than for all grades. Exceptions include students attending after school intervention classes, after school detention, the after school program, or minimum days, the dates of which are on the school calendar.
- Upon arriving at school, students are to immediately come onto campus through the main office gate, the 300 gate, or the 600 "kinder" gate.
- Students are not allowed to loiter outside campus gates.
- Students not participating in after school activities are to leave campus immediately by walking or riding in a vehicle or school bus.
- There are crossing guards at Kamala and J street to ensure the safety of students walking to and from school.
- Parents dropping off students at school should be aware that there is no supervision available before 7:30 am. School office hours are 7:30 am to 4:00 pm.
- Students exit through main office gate, 300 gate, or 600 "kinder" gate during dismissal times.

Closed Campus

- Kamala is a closed campus. All gates which provide access to the classrooms and other rooms, except the main office, remain locked during regular school hours.
- Staff continuously monitor the safety of all students upon arrival and dismissal from school, including at the bus stops, and throughout the school day, following established routines and procedures.
- All visitors to the campus must check in at the office, sign in and obtain a visitor's pass/badge.

Leaving Early

- Students may leave campus, prior to dismissal if parents, guardians, or persons designated by parents/guardians (and who are on the emergency card) pick up students from school.
- Persons picking up students during the day must present a valid ID, be 18 years of age, be noted on the emergency contact information, and sign the student(s) out in the office.

Tardy/Late Policy

School begins at 8:00 am.

- If the student arrives after 8:00 am, the student must check in at the office prior to going into the classroom. The student will receive an excused/unexcused tardy slip and be directed to go to the classroom.
- A truant tardy will be marked when the student arrives 30 minutes or more after the school's start time without a valid excuse.

Excused Absences

- When a student is absent, the Parent or Guardian needs to notify the school through a written note or phone call to the office within 72 hours of the absence.

Excused absences include: illness, medical/dental appointments, court appearances (for students), religious observations, or death of an immediate family member.

Truancies

The following are considered truancies:

1. Being absent from school without the knowledge and consent of the parent/guardian/school.
2. Leaving the school grounds during the day without permission.
3. Staying out of class without permission.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

School's Safe Physical Environment

Element:

Safe School Environment

Opportunity for Improvement:

Site-based response (see examples below)

Objectives	Action Steps	Resources	Lead Person	Evaluation
Regular safety drills for Kamala staff scheduled	Calendar of safety drills. Provide debriefing to staff following the drill.	Staff calendar	Principal and assistant principal	Submit District Safety Forms
Safety meetings to review procedures	Committee updated at least yearly	Principal Safety Plan	Principal	Safe School Plan Update
Continue to review facilities annual inspection to ensure safe egress and ingress	Hold inspection	Notes from inspections	Norma Magana, Risk Management Principal	Report from inspection.
OPD collaborates fluidly with Kamala administration and staff	OPD is available for support	Kamala administration	Principal	meetings with Principal and AP
Campus Supervisor meetings to review safety procedures, concerns, and best practices	Regular meetings	Meeting agendas Campus Supervisor playground reports	Principal Assistant Principal	Notes from meetings
Office Staff meetings to review protocols for student release	Regular meetings	Agendas for meetings	Principal Assistant Principal	Notes from meetings
Ensure students are safe on campus during school.	School campus is locked. Adults entering campus must be listed on student emergency card and must show I.D. to pick up students from school.	Review office procedures with staff and substitutes.	Principal Assistant Principal Office Staff	Office Sign in sheet Office staff meetings
Monitor facilities to ensure environment is safe.	Lead Custodian to conduct monthly safety inspections of site and put in appropriate paperwork to fix problems as they occur.	Notes from inspections	Lead Custodian and Principal	Notes from meetings and work orders

Component:

Disaster Preparedness

Element:

School Safety

Opportunity for Improvement:

Site-based response (see examples below)

Objectives	Action Steps	Resources	Lead Person	Evaluation
Kamala has all emergency materials needed for disasters.	Inventory and procure needed materials for disasters including storage containers and emergency backpacks.	A storage bin on each site Emergency supplies including first aide, search and rescue, food and water and medical supplies for special needs	Principal, assistant principal, office manager, and Lead custodian	Inventory of materials
Students will have access to medications at all times as possible.	Ensure health office has all medications and in a locked cabinet	Medical cabinet	Health office technician	Inventory of materials
Updated class rosters in each classroom emergency backpacks	Attendance technician will print monthly class rosters or update rosters as students enroll and give to teacher. Teacher will place in backpack	Class lists	Principal Attendance technician Teachers	List is in backpack
Improve safety preparedness procedures	Use feedback data from disaster drills to reflect upon and improve emergency response procedures with Safety Committee.	Class rosters collected from disaster drills. Notes from safety meetings.	Principal, Assistant Principal	Feedback from disaster drills.

Component:

Positive School Climate

Element:

School-wide Positive Behavior Support

Opportunity for Improvement:

Site-based response (see examples below)

Objectives	Action Steps	Resources	Lead Person	Evaluation
Anti-Bullying awareness for all students and staff.	School counselor to give anti-bullying presentations to classes as needed or requested.	School Counselor Anti-Bullying Program Materials	School Counselor Assistant Principal	Ongoing. (Behavior reports) Feedback from teachers, parents and students.
Social Emotional Learning will be embedded in all our work	School counselor will present on SEL topics in classes SEL will be a regular discussion point at staff meetings Teachers will integrate SEL in their lessons	School Counselor Lessons from Panorama Education	Principal Assistant Principal School Counselor Classroom Teachers	Panorama Survey results
Positive Behavior Support	Meet regularly with committee members to address behavior concerns or needs, and support CHAMPS implementation.	Committee members (teachers) Assistant Principals Principal	Assistant Principal Committee members	Ongoing. Behavior reports.
CHAMPS positive discipline curriculum: Review implementation at Leadership meetings, with grade-level teacher representatives.	Review grade-level and school-wide implementation at Leadership, grade-level, and staff meetings.	Notes from Leadership, grade-level, and staff meetings. Behavior reports.	Principal Assistant Principal Grade-Level teacher representatives School Counselor	Ongoing. Behavior reports. Feedback from staff. Notes from leadership, grade-level, and staff meetings.
Positive School Climate	Implement CHAMPS behavior program. Assure all teachers are trained in CHAMPS. Cover CHAMPS at meetings with campus supervisors and other staff.	Notes from campus supervisor meetings. CHAMPS materials/handbook.	Principal Assistant Principal	Notes from meetings Behavior reports

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Kamala School Student Conduct Code

PURPOSE

The School Rules and Procedures were developed and adopted in accordance with California Education Code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety.

These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas.

GOALS

We want our students to develop a sense of values and to become:

Caring

Honest
Responsible
Well mannered and courteous
Respectful
Knowledgeable of right and wrong
Fair
Positive in outlook
Compassionate
Self-disciplined

BELIEFS

We believe our rules and procedures will:

Provide a starting point for behavior and conduct expected.

Provide a framework of expectations, rewards and consequences so we can be consistent and fair in disciplining students.

Promote overall school safety and security for each student.

Demonstrate our agreement and commitment to developing self-discipline and responsible youth.

Provide opportunities for students and parents to participate with school faculty, staff and administration in ensuring the highest possible instructional climate.

Promote knowledge and teach behavior which will help each student become self-respecting, successful and contributing adults.

Provide a framework that helps students begin a course for career and college readiness.

PHILOSOPHY

A student's education is dependent upon a "team" effort involving the student, parents and school personnel. Each member of the team has specific responsibilities which must be met if the educational experience is to have the greatest positive results. Students, parents and teachers are encouraged to maintain an ongoing dialogue about the standards for personal conduct in relation to life at school. We want to be an extraordinary place of safety and positive opportunity for everyone.

Expectations of Students

Attend school daily and be on time and prepared for each class.

Complete and submit assigned work.

Be responsible for actions.

Know and obey school rules and regulations.

Be courteous and respectful to school personnel, fellow students and the public in general.

Behave in such a way that it does not disrupt the learning of others.

Respect public and private property.

Put forth best effort at all times.

Expectations for Parents

Assure that your child is in school and on time each day.

Assure that your child is appropriately prepared for school (dress, nutrition and sleep.)

Teach the pupil respect for the law and the rights of others.

Visit your school periodically and participate in conferences as called.

Know the district, school and classroom rules and regulations and be supportive of your school.

Help your child to learn self-discipline.

Utilize opportunities for tutoring and extra help for your child.

Utilize resources and support offered to promote student achievement.

Expectation for Teachers

Provide learning experiences appropriate for each student.

Consistently enforce classroom rules and district rules and policies.

Communicate on a regular basis with parents concerning their child's progress.

Be available to parents for conference.

Continually improve professional competencies in matters of student control and discipline.

Develop enthusiasm for learning through experiences that are interesting and relevant to pupils.

Expectations for Administrators

Inform students and parents about school district discipline standards.
Consistently monitor classroom, school and district rules and policies.
Counsel with students and parents regarding disciplinary matters.
Provide professional growth experiences which will assist staff in increasing competencies for student control and discipline.
Provide leadership that will establish, encourage and promote teaching and effective learning.

Basic School Rules:

Respect self, others, and the school
Own your words and actions
React responsibly
Be on time and prepared for class

Consequences:

Referral to office
Follow Office Discipline referral process
Recess, lunch, or after school detention
Time in office
Parent meeting
Teacher-parent meeting
Suspension
Expulsion
Community Service

Positive Reinforcements:

Awards assemblies
Celebrations
Student artwork in classrooms and hallways
Tiger cards
AR awards
Daily School-wide announcements, including announcements of student awards

Note: Students may be disciplined for acts related to school activities or attendance which occur at any time including:

While on school grounds;
While going to or coming from school;
During the lunch hour whether on or off campus;
During, or going to or coming from, a school sponsored activity.

Other causes of disciplinary action:

Deliberate littering of school premises;
Chewing gum while at school;
Use of cell phones on campus;
Not adhering to the school dress code;
Making bomb threats or false fire alarms;
Making threats of physical or psychological harm to students or staff.
Setting fires or using explosive devices which threaten or cause damage to human life or property on school grounds or at school sponsored events;
Habitual tardiness/truancy;
Forging parents' signatures or school documents (CAC 306).

GENERAL

Education Code 44807: Every teacher in the public schools shall hold Pupils to a strict account for their conduct on the way to and from school, on the playgrounds, or during recess. A teacher, vice principal, principal, or any other certificated employee of a school district, shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of his duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning.

CONDUCT CODE PROCEDURES

The school rules and procedures were developed and adopted in accordance with California education code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas.

(J) Hate Crime Reporting Procedures and Policies

In order to create a safe learning environment for all students, the Board of Trustees desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual based on his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the teacher and Principal. Upon receiving such a complaint, the Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 - Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation. Students are expected to respect all others while on school grounds or while participating in school activities. Any student engaging in hate-motivated behavior will be subject to the school discipline policies in accordance with the district policies and guidelines.

Safety Plan Review, Evaluation and Amendment Procedures

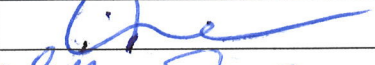

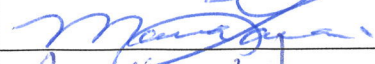




A Safety Committee is created every school year. The purpose of the committee is to review the Safety Plan on a continual basis and make any necessary changes and adjustments in order to ensure the safety of students and staff members. The committee meets on a regular basis to review and make any necessary recommendations and changes. All changes are brought to the attention of the entire staff and stakeholders at meetings.

Comprehensive School Safety Plan SB 187 Compliance Document

2022-2023 School Year

School: Lemonwood TK-8 School
CDS Code: 56725386100333
District: Oxnard School District
Address: 2001 San Mateo Place
 Oxnard, CA 93033
Date of Adoption: February 16, 2023
Date of Review: -with Staff
 January 31, 2023
 -with Law Enforcement
 January 31, 2023
 -with Fire Authority
 January 31, 2023

Reviewed by:

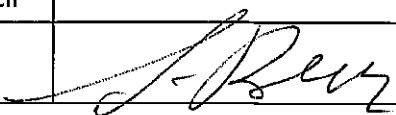
Name	Title	Signature	Date
Allison Cordes	Principal		1/26/23
Elizabeth Montano	Assistant Principal		1/26/23
Angie Lara	Counselor, Safe & Civil Committee		1/26/23
Annette Warren	Teacher, President, School Site Council		1-26-23
Gabby Serrano	Outreach Resource Coordinator		1-26-2023
Laura Barragan	Parent, President, English Learner Advisory Committee		1-26-2023
Jessica Glass	Parent, School Site Council		1-26-2023
	Fire Department Representative		

Comprehensive School Safety Plan SB 187 Compliance Document

2022-2023 School Year

School: Lemonwood TK-8 School
CDS Code: 56725386100333
District: Oxnard School District
Address: 2001 San Mateo Place
 Oxnard, CA 93033
Date of Adoption: February 15, 2023
Date of Review: -with Staff
 January 31, 2023
 -with Law Enforcement
 January 2023
 -with Fire Authority
 January 2023

Reviewed by:

Name	Title	Signature	Date
Allison Cordes	Principal		
Elizabeth Montano	Assistant Principal		
Angie Lara	Counselor, Safe & Civil Committee		
Annette Warren	Teacher, President, School Site Council		
Gabby Serrano	Outreach Resource Coordinator		
Laura Barragan	Parent, President, English Learner Advisory Committee		
Jessica Glass	Parent, School Site Council		
SCOTT BREWER	Fire Department Representative		2/9/2023


Name	Title	Signature	Date
Luis M. Alvarez	Police Department Representative		1/4/23

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Senate Bill 187: Comprehensive School Safety Plan Purpose

Effective January 1, 2019, Assembly Bill 1747 (Rodriguez), School Safety Plans, became law. This bill requires that during the writing and development of the comprehensive school safety plan (CSSP), the school site council or safety committee consult with a fire department and other first responder entities in addition to currently required entities. It requires the CSSP and any updates made to the plan to be shared with the law enforcement agency, the fire department, and the other first responder entities.

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

- Assessment of school crime committed on school campuses and at school-related functions
- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy (electronic or paper) of the Comprehensive School Safety Plan is provided yearly to the following:

- School staff
- Parents
- After-school program staff
- Oxnard Police Department
- Oxnard Fire Department
- Early Childhood Education staff
- Volunteer Coaches

A copy of the Comprehensive School Safety Plan is available for review online at www.oxnardsd.org or in the Lemonwood TK-8 School's office.

COVID-19 PANDEMIC INFORMATION FOR 2022 – 2023 SCHOOL YEAR

For the most up-to-date information concerning our COVID-19 protocols, feel free to visit the following websites:

Oxnard School District @ www.oxnardsd.org

Ventura County Department of Public Health @ www.vhca.org
Center for Disease Control and Prevention @ www.cdc.gov

Safety Plan Vision

At Lemonwood K-8 School, our vision and mission are intertwined to create future leaders by focusing on “Learners Today, Leaders Tomorrow.” We strive to educate, inspire, and empower each student to become a successful and productive citizen in a culturally diverse 21st century. We firmly believe that all children will learn and achieve their full potential when they are in a clean, safe, and secure environment.

Components of the Comprehensive School Safety Plan (EC 32281)

Lemonwood TK-8 School Safety Committee

Allison Cordes, Principal
Elizabeth Montano, Assistant Principal
Cristina Salas, Teacher
Angie Lara, Counselor
Gabby Serrano, Classified Staff

Assessment of School Safety

Safety is assessed in a variety of ways at Lemonwood. The Panorama survey is administered to the students to gather feedback on school climate and safety, student wellness, and youth resiliency. Different types of emergency drills are conducted on a monthly basis to ensure the school community knows the steps to follow in case of an emergency. The Lead Custodian and a school administrators conduct monthly inspections and follow-up with appropriate measures as needed. Administration, teachers, and campus supervisors monitor the morning drop-off and afternoon dismissal. Risk management from the district office conducts a safety inspection of the campus each year. A report is submitted and necessary changes are made. Any safety issues are reported to administration and the issues are handled by the lead custodian or through work orders to the district office. The school safety team regularly reviews data related to the following: office referrals, attendance rates, suspension/expulsion, California Healthy Kids survey, local law enforcement juvenile crime, and property damage in order to adjust programs and procedures to better meet school needs.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

The following strategies and programs are consistent with California educational code 32281 and reflect the school's commitment to safety within the following areas:

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

GENERAL

As stated in the Board Policy (BP 5141.4), "District employees shall report known or suspected incidence of child abuse in accordance with district regulations and state law. Employees shall fully cooperate with the child protective agencies responsible for reporting, investigating and prosecuting cases of child abuse."

When an employee suspects child abuse, the employee shall immediately meet and discuss the situation with a school counselor or an administrator. Information will be noted (name of person making report, name of child, present location of child, nature and extent of injury, and all other pertinent information.) At that time the counselor or administrator will assist the employee in making a call to Children and Family Services (654-3200) or the local Police Department (Oxnard 385-7600, Sheriff's Dept. 654-2311). The counselor or administrator will make note of time, date and name of official contacted. The employee will then complete and mail the required written report to the local Children and Family services agency. The counselor or assistant principal will notify the principal.

Employees (mandated reporters) have absolute immunity and are not liable for filing a required report. If a mandated reporter does not wish to disclose his/her identity to a district administrator, he/she shall at least provide or mail a copy of the written report to the district without his/her signature or name after making the required call to Children and Family Services or appropriate law enforcement agency. Mandated reports of sexual activity must be reported to either the Department of Children and Family Services (DCFS) or to the appropriate police jurisdiction. This information will then be cross-reported to the other legal agency.

School manager either mails or faxes over the completed abuse form to CFS within 36 hours of the report. School office manager gives a copy to principal and to the Oxnard School District Superintendent.

SEXUAL ACTIVITY

Child abuse laws change from time to time. Should you suspect that a student is engaged in unlawful sexual activity, please consult with the school social worker and campus officer to determine if particular provisions under this section are current and in effect.

- a. Involuntary sexual activity is always reportable.
- b. Incest, even if voluntary, is always reportable. Incest is a marriage or act of intercourse between parents and children; ancestors and descendants of every degree; brothers and sisters of half and whole blood and uncles and nieces or aunts and nephews. (Family Code §2200).
- c. Voluntary Sexual Activity may or may not be reportable. Even if the behavior is voluntary, there are circumstances where the behavior is abusive, either by Penal Code definition or because of an exploitative relationship, then this behavior must be reported. If there is reasonable suspicion of sexual abuse prior to the consensual activity, the abuse must be reported.

Reportable Sexual Activity if a Child is 14 Years of Age and:

- a. Partner is younger than 14 years old, but there is a disparity in chronological or maturational age or indications of intimidation, coercion or bribery or other indications of an exploitative relationship.
- b. Partner is 14 years or older lewd & lascivious acts committed by a partner of any age partner is alleged spouse and over 14 years of age.

Reportable Sexual Activity if the Child is 14 or 15 years and:

- a. There is unlawful sexual intercourse with a partner older than 14 but less than 21 years of age and there is no indication of abuse or evidence of an exploitative relationship. There is unlawful sexual intercourse with a partner older than 21 years
- b. There is lewd and lascivious acts committed by a partner more than 10 years older than the child is.
- c. The partner is the alleged spouse and over 21 years of age

Reportable Sexual Activity if the Child is 16 or 17 years and:

- a. The partner is less than 14 years of age
- b. There is unlawful sexual intercourse with a partner older than 14 and there is evidence of an exploitative relationship
- c. The partner is the alleged spouse and there is evidence of an exploitative relationship

Reportable Sexual Activity if the Child is under 18 years:

- a. Sodomy, oral copulation, penetration of a genital or anal opening by a foreign object, even if consensual, with a partner of any age.

Not Reportable Sexual Activity:

- a. Child is 14 years or younger and partner is younger than 14 years and of similar age or maturational age. Sexual behavior is voluntary and consensual. There are no indications of intimidation, coercion, bribery, or other indications of an exploitative relationship.
- b. Unlawful sexual intercourse of a child 14 to 15-years old with a partner older than 14 and less than 21 years of age and there is no indication of abuse or evidence of an exploitative relationship.
- c. Unlawful sexual intercourse with a child 16 or 17 years with a partner older than 14 and there is no indication of an exploitative relationship.

Mandated reports of sexual activity must be reported to either the Department of Children and Family Services (DCFS) or to the appropriate police jurisdiction. This information will then be cross-reported to the other legal agency.

STAFF TRAINING

All Oxnard School District staff who work with students are trained annually in regard to child abuse. New employees are trained upon being hired. Employees receive training on their legal obligation under law regarding mandated reporting. Employees also receive training to recognize signs and symptoms of child abuse.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

GENERAL

This Plan addresses the Oxnard School District's responsibilities in emergencies associated with natural disaster, human-caused emergencies and technological incidents. It provides a framework for coordination of response and recovery efforts within the District in coordination and with local, State, and Federal agencies. The Plan establishes an emergency organization to direct and control operations at all sites during a period of emergency by assigning responsibilities to specific personnel. This Plan:

- Conforms to the Federally mandated National Incident Management System (NIMS), State mandated Standardized Emergency Management System (SEMS) and effectively restructures emergency response at all levels in compliance with the Incident Command System (ICS).
- Establishes response policies and procedures, providing Oxnard School District clear guidance for planning purposes.
- Describes and details procedural steps necessary to protect lives and property.
- Outlines coordination requirements.
- Provides a basis for unified training and response exercises to ensure compliance.

OBJECTIVES

- Protect the safety and welfare of students, employees and staff.
- Provide for a safe and coordinated response to emergencies.
- Protect the District's facilities and properties.
- Enable the District to restore normal conditions with minimal confusion in the shortest time possible.
- Provide for interface and coordination between sites and the District Emergency Operations Center (EOC).
- Provide for interface and coordination between sites and the County or city EOC in which they reside.
- Provide for the orderly conversion of pre-designated District sites to American Red Cross shelters, when necessary.

Schools are required by both federal statute and state regulation to be available for shelters following a disaster. The American Red Cross (ARC) has access to schools in damaged areas to set up their mass care facilities, and local governments have a right to use schools for the same purposes. This requires close cooperation between school officials and ARC or local government Representatives, and should be planned and arranged for in advance.

In an Emergency Building Evacuation, all employees will:

- Upon emergency alert, secure work area and depart/report to assigned area.
- Perform duties as pre-assigned by the Principal in cooperation with emergency services personnel.
- DO NOT re-enter the building without permission or request of emergency service authorities.
- Remain in the general assembly areas and calm students if not assigned another duty.
- When signaled to re-enter safe areas of the school, quickly do so.
- Upon safe re-entry, report anything amiss to the Operations Chief.

In an Emergency Building Evacuation, teachers will also:

- Upon alert, assemble students for evacuation using designated routes and account for all students.
- Secure room.
- If possible, leave a note on the door advising where the class evacuated to if other than the standard assembly area.
- Upon arrival at the assembly area, account for all students.
- Secure medical treatment for injured students.
- Report any students missing or left behind because of serious injuries.
- Stay with and calm students.
- If signaled to re-enter school, assure students do so quickly and calmly.
- Account for all students.
- Check room and report anything amiss to the Team Leader and/or Operations Chief.
- Debrief students to calm fears about the evacuation.

In an Emergency Campus Evacuation:

If it is necessary to evacuate the entire campus to another school or relief center, the Principal will:

- Notify the Superintendent of the Campus Evacuation.
- Cooperate with emergency authorities in enlisting students/staff with cars to help transport evacuees.
- Direct the evacuation, assure all students/staff are accounted for as they depart and arrive.

Dismissal of students from the school shall be governed by the emergency procedures outlined in this procedure guide and consistent with the Initial Response System. However, this policy does not preclude the exercise of professional judgment by an administrator when the circumstances of the situation indicate dismissal to be in the best interest of the student.

- Each teacher MUST KEEP THE REGISTER OR ENROLLMENT SHEET OF PUPILS READILY AVAILABLE AT ALL TIMES. The teacher will remain with students until directed otherwise.

- In the absence of orders from the superintendent, each school principal is authorized and directed to implement plans as described herein or take such other action as may be necessary to save lives and mitigate the effects of disasters.
- During an emergency period or condition created by disaster, occurrence students may only be released to parent, guardian or other adult specified on the Emergency Data Card. THERE SHALL BE NO EXCEPTIONS TO THIS POLICY.

Emergency Announcements will be provided on the following radio stations:

AM Radio Stations:

KTNQ-AM 1020 "Univision America" Spanish
 KNX-AM 1070 "KNX 1070 Newsradio"
 KUNX-AM 1400 "La Super X" Spanish
 KKZZ-AM 1520 "La Voz" Spanish
 KVTA- AM 1590 "Ventura's Talk Authority"

FM Radio Stations:

KCRU-FM 89.1 "Public Radio for Southern California"
 KIND-FM 94.1 "Radio Indigena 94.1" Spanish / Mixteco
 KXLM-FM 102.9 "Radio Lazer 102.9 FM" Spanish

CALIFORNIA EMERGENCY SERVICES ACT (CHAPTER 7, DIVISION 1, TITLE 2, CALIFORNIA GOVERNMENT CODE)

The Act provides the basic authorities for conducting emergency operations following a proclamation of Local Emergency, State of Emergency, or State of War Emergency by the Governor and/or appropriate local authorities, consistent with the provisions of this Act.

CALIFORNIA GOVERNMENT CODE, SECTION 3100, TITLE 1, DIVISION 4, CHAPTER 4.

States that public employees are disaster service workers, subject to such disaster service activities as may be assigned to them by their superiors or by law. The term "public employees" includes all persons employed by the state or any county, city, city and county, state agency or public district, excluding aliens legally employed.

The law applies to public school employees in the following cases:

- When a local emergency is proclaimed.
- When a state of emergency is proclaimed.
- When a federal disaster declaration is made.

The law has two ramifications for School District employees:

1. It is likely that public school employees are pressed into service as Disaster Service Workers by their superiors, and may be asked to do jobs other than their usual duties for periods exceeding their normal working hours.
2. When pressed into disaster service, employees' Workers' Compensation Coverage becomes the responsibility of state government (OES), but their overtime pay is paid by the school. These circumstances apply only when a local or state emergency is declared. States that (the Governor's Office of Emergency Services has stated) inadequately trained school staff render school officials potentially liable for acts committed or omitted by school staff acting within the scope of their training during or after a disaster. (Sub Sections 835-840.6). It requires that school districts be prepared to respond to emergencies using SEMS. (Section 8607, the Petris Bill).

CALIFORNIA CIVIL CODE, CHAPTER 9, SECTION 1799.102

It provides for "Good Samaritan Liability" for those providing emergency care at the scene of an emergency. ("No person, who, in good faith and not for compensation, renders emergency care at the scene of an emergency, shall be liable for any civil damages resulting from any act or omission. The scene of an emergency shall not include emergency departments and other places where medical care is usually offered.")

PUBLIC AGENCY USE OF SCHOOL BUILDINGS FOR EMERGENCY SHELTERS

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

AFTER SCHOOL PROGRAM

The after-school program staff is trained annually in regard to disaster response. The District maintains a full-time After School Program Manager, who oversees safety training and disaster preparedness for the program. The After School Program Manager ensures that the following safety components are addressed within the after-school program environment:

- Elements of a safe and orderly environment
- Emergency evacuation procedures
- Student release procedures
- Incident Command Team responsibilities
- Child abuse reporting
- Rules, expectations and consequences
- Non-discrimination and harassment reporting

TRAINING

All staff are trained annually in regard to disaster procedures within the Comprehensive School Safety Plan and the District's Emergency Operations Plan. The school conducts monthly safety drills for fire and earthquake. The school also conducts a lockdown security drill at a minimum of once yearly within the first month of school under the direction of the School Resource Officer.

FOR DISASTER PLAN PROTOCOLS AND PROCEDURES (SEE APPENDICES).

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

The Oxnard School District Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5)

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to himself/herself or others. (Education Code 48915)

The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be specified in administrative regulation.

Suspended or expelled students shall be excluded from all school-related extracurricular activities during the suspension or expulsion.

STUDENT DUE PROCESS

The board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in administrative regulation and law. (Education Code 48911, 48915, 48915.5)

ALTERNATIVES TO SUSPENSION / OPTIONS

All schools within the Oxnard School District may establish a suspension program, which involves progressive discipline during the school day on campus, conferences, detention, student study team, referral to support services staff and/or other resources including District.

REQUIRED PARENTAL ATTENDANCE

The teacher of the class from which the student was suspended may require the parent/caregiver to attend a portion of a school day in the classroom in coordination with the principal and in accordance with all related policies/regulations for implementing this school suspension option.

DEFINITIONS

Suspension from school means removal of a student from ongoing instruction for adjustment purposes.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision of school personnel.

NOTICE OF REGULATIONS

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Education Code 35291.5, 48900.1, 48980)

Notification shall include information about the availability of individual school rules and all district policies and regulations pertaining to student discipline. (Education Code 35291)

GROUNDINGS FOR SUSPENSION AND EXPULSION

Students may be subject to suspension or expulsion for committing any of the acts listed below:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
(2) Willfully used force or violence upon the person of another, except in self-defense.
- b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
- c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
- d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco, or tobacco products.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
- l) Knowingly received stolen school property or private property.
- m) Possessed an imitation firearm.
- n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
- o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
- r) Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:
 - (1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:
 - (A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
 - (B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
 - (C) Causing a reasonable pupil to experience substantial interference with his or her academic performance.
 - (D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.
 - (2) (A) "Electronic act" means the transmission, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication.
 - (i) A message, text, sound, or image.
 - (ii) A post on a social network Internet Web site including, but not limited to:
 - (I) Posting to or creating a burn page. "Burn page" means an Internet Web site created for the purpose of having one or more of the effects listed in paragraph (1).
 - (II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (III) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). "False profile" means a profile of a fictitious pupil or a profile using the

likeness or attributes of an actual pupil other than the pupil who created the false profile.

(B) Notwithstanding paragraph (1) and subparagraph (A), an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

(3) "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs

s) Aided or abetted the infliction or attempted infliction of physical injury.

E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.

E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.

E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.

E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

MANDATORY RECOMMENDATION FOR EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be in violation of Education Code 48915(a)(1), unless the principal determines that alternative means of correction would address the conduct.

(a)(1)(A) Causing serious physical injury to another person, except in self-defense.

(a)(1)(B) Possession of a knife, or other dangerous object of no reasonable use to the pupil.

(a)(1)(C) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).

(a)(1)(D) Robbery or extortion.

(a)(1)(E) Assault or battery upon any school employee.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be in violation of Education Code 48915(c). Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts, which may involve the possession or sale of narcotics or of a controlled substance, or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION

Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

BULLYING

CALIFORNIA STATE LAW REGARDING BULLYING

Right to Safe Schools. All students and staff of public primary, elementary, junior high, senior high schools, and community colleges, colleges, and universities have the inalienable right to attend campuses which are safe, secure and peaceful.

AB 9 – Seth’s Law

Requires schools to establish policies to prevent bullying and to address and be responsive to complaints about bullying.

- Requires school districts to include in its non-discrimination policy a detailed list where discrimination, harassment, intimidation, and bullying are prohibited under existing law—actual or perceived sexual orientation, gender, gender identity expression, race or ethnicity, nationality, religion, disability, or association with a person or group with one or more of these actual or perceived characteristics.
- Requires each school districts non-discrimination policy to describe the district’s procedure for addressing discrimination and harassment complaints; and be publicized in places for student and parental access.
- School districts are to strengthen professional development curricula for teachers, school counselors, and administrators with instruction on identifying and stopping discrimination and harassment and creating a school-wide culture of inclusion and respect for differences.

AB 746 - Cyber bullying.

Existing law, the Interagency School Safety Demonstration Act of 1985, defines bullying as one or more acts of sexual harassment, hate violence, or intentional harassment, threats, or intimidation, directed against school district personnel or pupils, committed by a pupil or group of pupils. Under existing law, bullying, including bullying committed by means of an electronic act, as defined, is a ground on which suspension or expulsion may be based. This bill would specify that an electronic act for purposes of the act includes a post on a social network Internet Web site.

AB 1156 – Bullying In Schools

Redefines California anti-bullying law by expanding the definition of bullying and linking it to academic achievement. It will also strengthen policies and procedures to reduce bullying in schools and keep students safe.

- Requires training of school site personnel in the prevention of bullying
- Links bullying to academic achievement
- Gives victims of bullying priority for school transfer, if requested
- Encourages school districts and county offices of education to include policies and procedures on the prevention of bullying in the school safety plan

OXNARD SCHOOL DISTRICT BOARD POLICY 5131.2

Bullying

The Board of Trustees recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

Cyberbullying includes the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person’s electronic account and assuming that person’s identity in order to damage that person’s reputation.

Strategies for bullying prevention and intervention shall be developed with involvement of key stakeholders in accordance with law, Board policy, and administrative regulation governing the development of comprehensive safety plans and shall be incorporated into such plans.

Bullying Prevention

To the extent possible, district and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and strategies to establish a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for perpetrators of bullying.

The district may provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies.

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias.

Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When appropriate, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators. He/she also may involve school counselors, mental health counselors, and/or law enforcement.

Complaints Procedures

The Board hereby designates the following position to handle complaints regarding bullying and inquiries regarding the district's bullying policies:

Assistant Superintendent, Human Resources and Support Services
1051 South A Street
Oxnard, CA 93030
(805) 385-1501 ext. 2050

Any student who feels that he/she has been subjected to bullying should immediately contact the Coordinator, the principal, or any other staff member. Any student or school employee who observes an incident of bullying should report the incident to the Coordinator or principal, whether or not the victim files a complaint.

Upon receiving a complaint of bullying, the Coordinator shall immediately investigate the complaint in accordance with site-level complaint procedures specified in AR 1312.3- Uniform Complaint Procedures.

The Superintendent or designee shall ensure that the student handbook clearly describes the district's bullying policy, procedures for filing a complaint regarding bullying, and the resources that are available to students who feel that they have been the victim of bullying. The district's policy may also be posted on the district website or any other location that is easily accessible to students.

When a student is reported to be engaging in bullying off campus, the Assistant Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.

When a student uses a social networking site or service to bully or harass another student, the Assistant Superintendent or designee shall file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

Discipline

Any student who engages in bullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion, in accordance with district policies and regulations. Alternative means of correction will be considered where appropriate, as required by Education Code section 48900.5

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.

- (a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 or Section 48915 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.
- (b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.
- (c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.
- (d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.
- (e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.”

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(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

At Lemonwood TK-8 School, we encourage all students to dress for success. Therefore, gang-related apparel is not allowed. Gang-related apparel is defined as apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus.

California Education Code Title V, Section 302: A pupil who goes to school without proper attention having been given to personal cleanliness or neatness of dress, may be sent home to be properly prepared for school, or shall be required to prepare himself for the schoolroom before entering.

Students may not wear clothing or hairstyles that will be disruptive to the educational process

All students at Lemonwood K-8 School will be held to the Lemonwood K-8 School dress code policy. Students who violate the dress code policy will be requested to fix inappropriate clothing by changing into appropriate clothing. Students can call parents or guardians to bring appropriate clothing to school and change, to adhere to the school's dress code policy.

The purpose of the dress code policy is to ensure a safe and secure environment in which students can benefit from a quality education. The school dress codes are regularly reviewed by the School Site Council and/or School Safety Committee following these board of education policies.

Students must observe a dress code that is in good taste of grooming, hygiene, and wearing clothing that meets acceptable standards of safety.

1. Shoes must be worn at all times. Thongs or backless shoes or sandals are not acceptable. Shoes with heels are not allowed on campus.
2. Clothing, jewelry and personal items (backpacks, fanny packs, gym bags, water bottles, etc.) shall be free of writing, pictures or any other insignia which are crude, vulgar, profane or sexually suggestive, which bear drug, alcohol or tobacco company advertising, promotions and likeness, or which advocate racial, ethnic or religious prejudice.
3. Hats, caps and other head coverings shall not be worn indoors.
4. Students must not wear clothing or accessories (baseball caps) that refer to drugs, alcohol, tobacco, gang affiliations, sex, violence or profanity (Dallas Cowboys, Oakland Raiders, San Diego Chargers, White Sox, Dodgers, Detroit Lions etc.).
5. Clothes shall be sufficient to conceal undergarments at all times. In addition, undergarments should be appropriate to support physical development. See-through or fish-net fabrics, halter tops, off-the-shoulder or low-cut tops, bare midriffs and skirts or shorts shorter than mid-thigh are prohibited.
6. Gym shorts may not be worn in classes other than during physical education.
7. Hair shall be clean and neatly groomed. Hair may not be sprayed by any coloring that would drip when wet. Hair must not be cut in a style that distracts others from instruction, is "suggestive" has graphics of alcohol, drugs, or gang affiliations (Dallas Cowboys, Oakland Raiders, San Diego Chargers, White Sox, Dodgers, Detroit Lions etc.).
8. Pants need to sit at the waist and the seat of pants cannot sag.
9. Shorts that stop between mid-calf and knees worn with long socks are considered gang attire and may not be worn.
10. Metal accessories and jewelry that present a hazard to health and safety are prohibited.
11. Over-sized clothing is inappropriate and must not create a safety hazard during physical activity.
12. Exceptions to dress code can only be made for medical, health reasons, and/or religious beliefs.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

The Safety Committee continuously assesses the needs of the school in regard to the safe ingress and egress of students and staff. Working collaboratively with all stakeholders, parent concerns and ideas are considered when making any changes to improve student/campus safety.

Parents/Guardians are asked to provide emergency contact information for their children at the beginning of the year. They are asked to update as soon as possible when contact information changes.

Parents/Guardians are responsible for providing the school with legal/custodial paperwork regarding a student. The legal documents are attached to the student's emergency card and will be followed accordingly.

SCHOOL HOURS

For students in grades 1st -5th regular day is from 8:00 am. to 2:15 pm. Transitional Kindergarten and Kindergarten students begin class at 8:00 am to 1:22 pm. For middle school students, grades 6-8th regular day is from 8:00 am. to 2:34 pm. Students having breakfast at school may arrive by 7:40 am. Parents dropping students off at school should be aware that supervision is available at 7:40 am. The main gate and the Kindergarten gate to enter the campus are open at 7:45 am for students in k-5, and middle school students enter campus at 7:55 am and report directly to their 1st-period class.

School office hours are 7:30 am. to 4:00 pm.

- Once the gates are open, students are to enter the campus, and grades 1-5 will report to their line-up area immediately. Students in grades 6-8 are to remain in the quad area in front of the Multipurpose Room. Under no circumstance is a student to leave the campus to pick up friends, go to locations other than the school campus, or loiter outside the campus gates.
- Parents may drive into the front parking lot to drop off their students. Parents are encouraged and advised to move in this area and around the school with caution.
- Cars must not be parked or left unattended in the red zone areas in front of the school's office while parents are in the office.
- Parents with school business throughout the day may use the San Mateo Place front parking lot to enter and exit the school.
- Dismissal of students in all grades will be from the front of the school on San Mateo Place.
- Students not picked up by 2:25 pm are walked by their teacher or campus assistant to the front office, and the student will wait until picked up by an adult if needed. An adult must show picture identification to the office staff before the student is allowed to leave campus. Parents are required to sign students out in the front office.
- Students participating in after-school activities must report to their teacher, coach, or adviser. Students that are not in an after-school club, tutoring, or sport must leave the campus immediately after dismissal.

LEAVING EARLY

- Any adult picking up a student early from school before dismissal for a medical appointment, legal matter, or any other valid reason will be required to show picture identification, and the name must match the name on the emergency contact card for the student. If another person is picking up a student and the name of the adult does not appear on the emergency card, the office staff or school administration will need to make contact with the student's parents/legal guardian for verification. The person will be required to show a picture identification with their name and must be over 18 years of age.

CLOSED CAMPUS

- Lemonwood TK-8 School is a closed campus. All gates which provide access to the classrooms and other rooms, except the main office, remain locked during regular school hours.
- Staff continuously monitors the safety of all students upon arrival and dismissal from school, including at the bus stops and throughout the school day, following established routines and procedures.
- All visitors to the campus must check in at the office, sign in and obtain a visitor's pass/badge.
- The San Mateo Place entrance leading to the office is open during the day for school business.

TARDY/LATE POLICY

School begins at 7:55 am for grades 6-8, and at 8:00 am for grades K-5.

- If the student arrives after the tardy bell, the student must check into the office prior to going into the classroom. The student will receive an excused/unexcused tardy slip, then will be directed to go to the classroom.
- A truant tardy will be marked when the student arrives 30 minutes or more after the school's start time without a valid excuse.

EXCUSED ABSENCES

- When a student is absent, the Parent or Guardian needs to notify the school through a written note or phone call to the office within 72 hours of the absence.
- Excused absences include illness, medical/dental appointments, court appearances (for students), religious observations, or death of an immediate family member.

TRUANCIES

The following are considered truancies:

1. Being absent from school without the knowledge and consent of the parent/guardian/school.
2. Leaving the school grounds during the day without permission.
3. Staying out of class without permission.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

Positive School Climate

Element:

School-wide Positive Behavior Support

Opportunity for Improvement:

Provide regular updates through meetings, PowerPoint presentations to staff, students, and parents regarding safety procedures and expectations on campus to improve maintain a safe and positive school climate.

Continue to receive, relate and address all stakeholders' concerns.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Increase school and home connection with Student Growth Parade.	Each Trimester, students with help from teachers, determine an area of growth. Students with then take poster home. Student and their family will decorate the poster. School decorates the parade path for the parade. Posters will display the area of growth for each student.	Counselor, Outreach Consultant	School Administrators	Feedback from students, teachers, and parents will be gathered.
Establish clear student expectations	Implement Positive Behavior Plan: ROAR (Lessons) and CHAMPS Management Program	Counselor, Outreach Consultant	School Administrators, PBIS Committee	Decrease the number of behavioral referrals and suspensions.
Discipline and consequences will support student learning, the teaching of self-regulation skills, and the development of students who can become thoughtful, caring, and responsible citizens.	Utilize Positive Behavior Plans/Behavior Contracts, Academic and Behavior Expectation Assemblies	Counselor, Outreach Consultant	School Administrators, Staff, Outreach Consultant	Decrease the number of behavioral referrals, suspensions and expulsions.
Student Social Emotional Awareness	Daily Social Emotional Activity in all grades .	Teachers, Counselor, School Admin	Counselor, School Admin	Review Panorama Data
Counselor provides students with social-emotional support and social skills to assist with dealing with situations and conflict	Counselor sets up small groups to support students in developing socialization skills	Counselor	Counselor, Teachers, School Administrators	Counselor keeps documentation of students social skills development. Referrals decrease for some of these students. Other students may develop the skills to make and keep friendships.
Provide students an opportunity to develop leadership by organizing and carrying out school activities and service projects through Student Council	Student leaders plan, and implement school wide spirit activities	Advisor, School Administrators, Counselor, ORC	Advisor , School Administrators, Counselor, ORC	Students encourage other students and staff to show more school spirit by participating in school wide events. Student Council members will assist administration in developing school pride and a positive school culture through more student and parent participation.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Strengthen home-school connections through School Community Events	Parents and their student(s) are invited to participate in a School Community Event, each Trimester.	Teachers, School Administrators	Teachers	Provide parents and staff with an opportunity to evaluate events via Google Form.

Component:

School Physical Environment

Element:

Safe School Environment

Opportunity for Improvement:

Provide regular updates through meetings, power point presentations to staff, students, and parents regarding safety procedures and expectations on campus.

Continue to receive, relate and address all stakeholders' concerns.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Ensure a safe and orderly environment through out campus, especially near areas of concerns	Provide more supervision during recess and lunch breaks	Staff, Campus Assistants, School Administrators	School Administrators	Decrease the number of student injuries
Safeguard for a safe drop off and pick up of students	<p>Measures will be taken to make certain:</p> <p>Parking signs visible to drivers in the parking lot near drop-off and pick-up areas</p> <p>Established a drop-off lane and a drive-thru lane. Installation of traffic dividers.</p> <p>Open the parking lot for car access to drop off and pick up students directly in front of the school (morning only)</p> <p>The front parking lot will be closed for cars after school due to the increase in pedestrian foot traffic</p> <p>Monitor crosswalks next to the school</p>	School Admin, Campus Assistants	School Administrators	Decreased risk for accidental injuries after school in parking lot due to increased vehicle traffic
To ensure safe of ingress and egress routes	<p>Create a path for students to enter and exit the campus safely and orderly</p> <p>Open parking lot for car access to drop off students directly in front of the school.</p>	Administration, Staff, Campus Assistants	School Administrators	Parents wait for their student at designated areas

Objectives	Action Steps	Resources	Lead Person	Evaluation
Provide safe playground, buildings/classrooms, walkways	<p>Maintain a safe and clean environment for staff, students and visitors</p> <p>Primary evacuation point will be to the blacktop area/grass area</p> <p>Lemonwood Park to serve as a secondary evacuation point in case it is not possible to safely evacuate on campus</p>	OSD Facilities Department, Custodian/s (on site), Campus Assistants, Staff	School Administrators	Decrease the number of accidental injuries

Component:

Disaster Preparedness

Element:

School Safety

Opportunity for Improvement:

Continued practice and drill for students, monitoring of supplies and procedures in case of any emergency.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Implement Comprehensive School Safety Plan (CSSP) to ensure the safety of all students, staff and visitors at Lemonwood TK-8 School	Safety Committee will share with staff the expectations of the CSSP. Administration will implement drills for fire, earthquake, and lockdown, and evacuation.	Safety Committee, Staff	School Administrators, Teachers, Staff, Custodians	Logs for when drills are held
Keep inventory of emergency supplies ready for use in the classrooms (backpacks and lock down buckets)	Classroom emergency backpacks will be checked and supplies/materials will be replenished Collect emergency supply donations to keep in classrooms (ie water, healthy snacks)	Assistant Principal, Safety Committee, ORC	School Administrators, Safety Committee	Inventory of supplies ordered for emergency backpacks
Keep inventory of emergency supplies ready for use in emergency storage bins	School Administrators will check the emergency supplies and materials inventory in the emergency bins and replenish any expired supplies and materials.	School Administrators, Safety Committee, ORC	School Administrators, Safety Committee	Inventory of supplies ordered for the emergency storage bins
Keep door magnets in use throughout the school year to give classrooms the ability to quickly lock down in an emergency	School Administrators will check and make sure that door magnets are consistently used in every classroom.	School Administrators, Safety Committee, Staff	School Administrators, Safety Committee, Teachers and Staff	Inventory of door magnets
Regularly schedule safety drills	Calendar evacuation, earthquake, and lock down safety drills.	Safety Plan, Handouts on safety procedures	School Administrators, Staff	Yearly Comprehensive School Safety Plan update, drill record log forms.

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Lemonwood TK-8 School Student Conduct Code

PURPOSE

The School Rules and Procedures were developed and adopted in accordance with California Education Code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety.

GOALS

We want our students to develop a sense of values and to become:

- Caring
- Honest
- Responsible
- Well mannered and courteous
- Respectful
- Knowledgeable of right and wrong
- Fair

Positive in outlook
Compassionate
Self-disciplined

BELIEFS

We believe our rules and procedures will:

Provide a starting point for behavior and conduct expected.

Provide a framework of expectations, rewards and consequences so we can be consistent and fair in disciplining students.

Promote overall school safety and security for each student.

Demonstrate our agreement and commitment to developing self-discipline and responsible youth.

Provide opportunities for students and parents to participate with school faculty, staff and administration in ensuring the highest possible instructional climate.

Promote knowledge and teach behavior which will help each student become self-respecting, successful and contributing adults.

PHILOSOPHY

A student's education is dependent upon a "team" effort involving the student, parents and school personnel. Each member of the team has specific responsibilities which must be met if the educational experience is to have the greatest positive results. Students, parents and teachers are encouraged to maintain ongoing dialogue about the standards for personal conduct in relation to life at school. We want to be an extraordinary place of safety and positive opportunity for everyone.

Expectations of Students

Be regularly in school attendance and be on time for each class.

Know and obey school rules and regulations.

Be courteous and respectful to school personnel, fellow students and the public in general.

Behave in such a way that it does not disrupt the learning of others.

Respect public and private property.

Expectations for Parents

Assure that your child is in school and on time each day.

Assure that your child is appropriately prepared for school (dress, nutrition, hygiene, sleep, and charged iPad.)

Be responsible for the pupil's behavior.

Teach the pupil respect for the law and the rights of others.

Visit your school periodically and participate in conferences as called.

Know the district, school and classroom rules and regulations and be supportive of your school.

Help your child to learn self-discipline.

Expectation for Teachers

Provide learning experiences appropriate for each student.

Consistently enforce classroom rules and district rules and policies.

Communicate on a regular basis with parents concerning their child's progress.

Be available to parents for conference.

Continually improve professional competencies in matters of student control and discipline.

Develop enthusiasm for learning through experiences that are interesting and relevant to pupils.

Maintain positive rapport and professionalism with all students, parents, and staff.

Expectations for Administrators

Inform students and parents about school district discipline standards.

Consistently monitor classroom, school and district rules and policies.

Counsel with students and parents regarding disciplinary matters.

Provide professional growth experiences which will assist staff in increasing competencies for student control and discipline.

Provide leadership that will establish, encourage and promote teaching and effective learning.

Basic School Rules: Live by ROAR - Responsible, Outstanding Citizen, Always Safe, Respectful

Attend school regularly.

Be on time.

Be prepared for class.

Treat others with respect, care and consideration.

Promptly obey school authorities without argument.
Conserve and protect school and private property.
Engage in activities without "body contact."
Obey all school, playground, etc. rules.
Use appropriate language.
Follow district dress/uniform standards.
Use class time wisely.
Work quietly without disturbing others.
Respect the rights of others, including their personal space.
Complete all assignments on time.
Follow other rules which may be adopted in individual classrooms.

Students May Be Disciplined for the Following Reasons:

Student conduct which prevents students from learning or teachers from teaching, will not be tolerated. We have established clear consequences for behavior that interferes with learning and rewards for positive behavior, to help all students maintain acceptable personal conduct. We provide classroom instruction in personal and social skills, incorporating the teaching of school rules and making wise choices in prevention of discipline incidents. Students learn that when they violate a school or classroom standard, a consequence will result. Disruptive, disrespectful behavior or harassment will not be tolerated. Students are not to endanger others, continually disregard rules or repeatedly interfere with others' right to learn.

Note: Students may be disciplined for acts related to school activities or attendance which occur at any time including:

While on school grounds;
While going to or coming from school;
During the lunch hour whether on or off campus;
During, or going to or coming from, a school sponsored activity.

Other causes of disciplinary action:

Deliberate littering of school premises;
Chewing gum while at school;
Bringing or in possession of permanent markers at school.
Using electronic devices during times when use is not allowed or to cause a disturbance
Not adhering to the school dress code;
Making bomb threats or false fire alarms;
Setting fires or using explosive devices which threaten or cause damage to human life or property on school grounds or at school sponsored events;
Habitual tardiness/truancy;
Forging parents' signatures or school documents (CAC 306).

Consequences

After rules are taught, student may be counseled by their teacher, aide or principal for a first and second infraction. Parents may be notified in writing and/or telephone call for repeated infractions, by the student's teacher and/or principal. After counseling, students will lose privileges and may receive detentions for repeated infractions.

Continued infractions may require a parent conference with the student's teacher and/or principal. Serious infractions may result in immediate suspension and/or recommendation for expulsion for the student.

Positive Reinforcements

Incentives are used to promote exemplary student conduct such as reward activities, etc.

GENERAL

Education Code 44807: Every teacher in the public schools shall hold Pupils to a strict account for their conduct on the way to and from school, on the playgrounds, or during recess. A teacher, vice principal, principal, or any other certificated employee of a school district, shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of his duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning.

CONDUCT CODE PROCEDURES

The school rules and procedures were developed and adopted in accordance with California education code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas.

(J) Hate Crime Reporting Procedures and Policies

In order to create a safe learning environment for all students, the Board of Trustees desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual based on his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the teacher and Principal. Upon receiving such a complaint, the Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 - Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation. Students are expected to respect all others while on school grounds or while participating in school activities. Any student engaging in hate-motivated behavior will be subject to the school discipline policies in accordance with the district policies and guidelines.

Safety Plan Review, Evaluation and Amendment Procedures

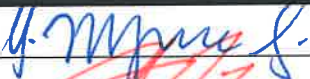
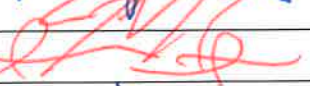






A Safety Committee is created every school year. The purpose of the committee is to review the Safety Plan on a continual basis and make any necessary changes and adjustments in order to ensure the safety of students and staff members. The committee meets on a monthly basis to review and make any necessary recommendations and changes. All changes are brought to the attention of the entire staff and stakeholders at meetings. The plan is reviewed in February and updated on March 1st.

Comprehensive School Safety Plan SB 187 Compliance Document

2022-2023 School Year

School: Dr. Manuel M. Lopez Academy of Arts and Sciences
CDS Code: 56725386055305
District: Oxnard School District
Address: 647 W. Hill Street
 Oxnard, CA 93033
Date of Adoption: February 15, 2023
Date of Review: -with Staff
 1/10/22
 -with Law Enforcement
 January 2023
 -with Fire Authority
 January 2023

Reviewed by:


Name	Title	Signature	Date
Genaro Magana	Principal		2/3/23
Jonathan Murray	Assistant Principal		2/3/23
Angie Arias	OSSA Representative		2/3/23
Marie Ambriz	Office Manager/CSEA		2/3/23
John Gil / Anthony Styles	Lead Custodian		2/3/23
Jessica Vargas	Parent/ELAC Representative		2/3/23
Scott Brewer	OFD Rep/Emergency Services Manager		
Lauren Mendez	School Site Council President		2/3/23
Kristen Davis	Lopez Teacher Leadership Team		2/3/23

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Marie Ambriz	Office Manager/CSEA		
John Gil	Lead Custodian		
Jessica Vargas	Parent/ELAC Representative		
Scott Brewer	OFD Rep/Emergency Services Manager		1/31/23
Lauren Mendez	School Site Council President		
Kristen Davis	Lopez Teacher Leadership Team		

Louis McArthur
 Police Dept.

Louis McArthur 1/30/23

Name	Title	Signature	Date
Paul Martinez	Lopez Teacher Leadership Team		2/3/23

Name	Title	Signature	Date
Paul Martinez	Lopez Teacher Leadership Team		

Luis McArthur, Oxford Power Dept., Luis McArthur, 2/6/23.

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Senate Bill 187: Comprehensive School Safety Plan Purpose

Effective January 1, 2019, Assembly Bill 1747 (Rodriguez), School Safety Plans, became law. This bill requires that during the writing and development of the comprehensive school safety plan (CSSP), the school site council or safety committee consult with a fire department and other first responder entities in addition to currently required entities. It requires the CSSP and any updates made to the plan to be shared with the law enforcement agency, the fire department, and the other first responder entities.

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

- Assessment of school crime committed on school campuses and at school-related functions
- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy (electronic or paper) of the Comprehensive School Safety Plan is provided yearly to the following:

- School staff
- Parents
- After-school program staff
- Oxnard Police Department
- Oxnard Fire Department
- Early Childhood Education staff
- Volunteer Coaches

A copy of the Comprehensive School Safety Plan is available for review online at www.oxnardsd.org or in the Dr. Manuel M. Lopez Academy of Arts and Sciences's office.

COVID-19 PANDEMIC INFORMATION FOR 2022 – 2023 SCHOOL YEAR

For the most up-to-date information concerning our COVID-19 protocols, feel free to visit the following websites:

Oxnard School District @ www.oxnardsd.org

Safety Plan Vision

At Dr. Manuel M. Lopez Academy of Arts and Sciences, we embrace the Oxnard School District vision, “Educate, Inspire, and Empower,” and recognize that a safe school is paramount to our students’ educational success. Our students’ many talents and skills must continually be nurtured in a safe and supportive school environment. At Dr. Manuel M. Lopez Academy of Arts and Sciences we are empowering, inspiring, and motivating students to become creative and productive global citizens.

We believe all stakeholders deserve to feel safe and secure while at Dr. Manuel M. Lopez Academy of Arts and Sciences. We will work to create and maintain a positive learning environment that ensures the physical, emotional, and mental well-being of our entire academic community. We will evaluate and strengthen our multi-tier systems of supports to ensure that our students (and staff) academic, behavioral, and social-emotional needs are met.

Components of the Comprehensive School Safety Plan (EC 32281)

Dr. Manuel M. Lopez Academy of Arts and Sciences Safety Committee

Genaro Magana, Principal
Jonathan Murray, Assistant Principal
Angelica Arias, Counselor
John Gil, Lead Custodian
Marie Ambriz, Office Manager/CSEA
Paul Martinez, Leadership Team Member
Kristen Davis, Leadership Team Member
Lauren Mendez, School Site Council President
Alyssa Ambriz, Student Representative
Scott Brewer, Fire Department Representative – Emergency Services Manager

Assessment of School Safety

Emergency drills are conducted on a monthly basis. Lockdown drills are supported by the Oxnard Police Department with feedback provided to staff. The OPD and principal conduct site inspections and the officers provide security recommendations to be implemented at the school site. The Oxnard Police Department are called periodically to observe the traffic patterns during arrival and dismissal in order to ensure that drivers are obeying traffic laws, and also monitor surrounding areas for student safety.

The Risk Management Department and Ventura County Fire conduct safety inspections of the campus each year. Reports are submitted and necessary changes are made by either school personnel or through district work orders.

The Lead Custodian and the Assistant Principal conduct periodic safety inspections of the campus. Any safety issues are reported by staff to administration as they are noticed to be handled by the Lead Custodian or through district work orders involving Facilities and Risk Management Departments.

Administration and Campus Supervisors monitor student safety before school, during nutrition and lunch, and after school. Frequent meetings are held to review expectations, student discipline, and informal data.

Student behavior concerns are reported through the school's Office Referral Process and tracked in the Q student data system. Attendance rates are tracked through Q, with parents notified of attendance issues through by attendance technician and ORC.

Dr. Manuel M. Lopez Academy suspensions declined since the 2018-2019 School Year. Suspensions were declining prior to school closures during the 2019-2020 school year. School closures occurred during the 2020-2021 school year. Data from the 2019-2022 is utilized to develop school goals for the 2022-2023 school year.

In order to ensure that students engage in safe behavior and follow school expectations, the school utilizes the CHAMPS program. The school rules are posted in the student agenda that every student receives while on campus and are provided to our families at the start of the school year. Students are expected to follow the rules and teachers reinforce the rules in their classrooms. CHAMPS is used as the tier I behavior system with additional supports for tiers II and III. In addition, PBIS and Restorative Justice practices were introduced in 2017-2018 to strengthen our school's climate and inspire students to behave in a positive manner. Lopez Academy has a voluntary CHAMPS/PBIS/RJ team consisting of teachers, counselors, and administration to monitor implementation of initiatives and present new information as necessary to all staff members.

The Safety Committee and School Leadership Team provide feedback on safety procedures to be followed by staff and students during emergencies.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

The following strategies and programs are consistent with California educational code 32281 and reflect the school's commitment to safety within the following areas:

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

GENERAL

As stated in the Board Policy (BP 5141.4), "District employees shall report known or suspected incidence of child abuse in accordance with district regulations and state law. Employees shall fully cooperate with the child protective agencies responsible for reporting, investigating and prosecuting cases of child abuse."

When an employee suspects child abuse, the employee shall immediately meet and discuss the situation with a school counselor or an administrator. Information will be noted (name of person making report, name of child, present location of child, nature and extent of injury, and all other pertinent information.) At that time the counselor or administrator will assist the employee in making a call to Children and Family Services (654-3200) or the local Police Department (Oxnard 385-7600, Sheriff's Dept. 654-2311). The counselor or administrator will make note of time, date and name of official contacted. The employee will then complete and mail the required written report to the local Children and Family services agency. The counselor or assistant principal will notify the principal.

Employees (mandated reporters) have absolute immunity and are not liable for filing a required report. If a mandated reporter does not wish to disclose his/her identity to a district administrator, he/she shall at least provide or mail a copy of the written report to the district without his/her signature or name after making the required call to Children and Family Services or appropriate law enforcement agency. Mandated reports of sexual activity must be reported to either the Department of Children and Family Services (DCFS) or to the appropriate police jurisdiction. This information will then be cross-reported to the other legal agency.

School manager either mails or faxes over the completed abuse form to CFS within 36 hours of the report. School office manager gives a copy to principal and to the Oxnard School District Superintendent.

SEXUAL ACTIVITY

Child abuse laws change from time to time. Should you suspect that a student is engaged in unlawful sexual activity, please consult with the school social worker and campus officer to determine if particular provisions under this section are current and in effect.

- a. Involuntary sexual activity is always reportable.
- b. Incest, even if voluntary, is always reportable. Incest is a marriage or act of intercourse between parents and children; ancestors and descendants of every degree; brothers and sisters of half and whole blood and uncles and nieces or aunts and nephews. (Family Code §2200).
- c. Voluntary Sexual Activity may or may not be reportable. Even if the behavior is voluntary, there are circumstances where the behavior is abusive, either by Penal Code definition or because of an exploitative relationship, then this behavior must be reported. If there is reasonable suspicion of sexual abuse prior to the consensual activity, the abuse must be reported.

Reportable Sexual Activity if a Child is 14 Years of Age and:

- a. Partner is younger than 14 years old, but there is a disparity in chronological or maturational age or indications of intimidation, coercion or bribery or other indications of an exploitative relationship.
- b. Partner is 14 years or older lewd & lascivious acts committed by a partner of any age partner is alleged spouse and over 14 years of age.

Reportable Sexual Activity if the Child is 14 or 15 years and:

- a. There is unlawful sexual intercourse with a partner older than 14 but less than 21 years of age and there is no indication of abuse or evidence of an exploitative relationship. There is unlawful sexual intercourse with a partner older than 21 years
- b. There is lewd and lascivious acts committed by a partner more than 10 years older than the child is.
- c. The partner is the alleged spouse and over 21 years of age

Reportable Sexual Activity if the Child is 16 or 17 years and:

- a. The partner is less than 14 years of age
- b. There is unlawful sexual intercourse with a partner older than 14 and there is evidence of an exploitative relationship
- c. The partner is the alleged spouse and there is evidence of an exploitative relationship

Reportable Sexual Activity if the Child is under 18 years:

- a. Sodomy, oral copulation, penetration of a genital or anal opening by a foreign object, even if consensual, with a partner of any age.

Not Reportable Sexual Activity:

- a. Child is 14 years or younger and partner is younger than 14 years and of similar age or maturational age. Sexual behavior is voluntary and consensual. There are no indications of intimidation, coercion, bribery, or other indications of an exploitative relationship.
- b. Unlawful sexual intercourse of a child 14 to 15-years old with a partner older than 14 and less than 21 years of age and there is no indication of abuse or evidence of an exploitative relationship.
- c. Unlawful sexual intercourse with a child 16 or 17 years with a partner older than 14 and there is no indication of an exploitative relationship.

Mandated reports of sexual activity must be reported to either the Department of Children and Family Services (DCFS) or to the appropriate police jurisdiction. This information will then be cross-reported to the other legal agency.

STAFF TRAINING

All Oxnard School District staff who work with students are trained annually in regard to child abuse. New employees are trained upon being hired. Employees receive training on their legal obligation under law regarding mandated reporting. Employees also receive training to recognize signs and symptoms of child abuse.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

GENERAL

This Plan addresses the Oxnard School District's responsibilities in emergencies associated with natural disaster, human-caused emergencies and technological incidents. It provides a framework for coordination of response and recovery efforts within the District in coordination and with local, State, and Federal agencies. The Plan establishes an emergency organization to direct and control operations at all sites during a period of emergency by assigning responsibilities to specific personnel. This Plan:

- Conforms to the Federally mandated National Incident Management System (NIMS), State mandated Standardized Emergency Management System (SEMS) and effectively restructures emergency response at all levels in compliance with the Incident Command System (ICS).
- Establishes response policies and procedures, providing Oxnard School District clear guidance for planning purposes.
- Describes and details procedural steps necessary to protect lives and property.
- Outlines coordination requirements.
- Provides a basis for unified training and response exercises to ensure compliance.

OBJECTIVES

- Protect the safety and welfare of students, employees and staff.
- Provide for a safe and coordinated response to emergencies.
- Protect the District's facilities and properties.
- Enable the District to restore normal conditions with minimal confusion in the shortest time possible.
- Provide for interface and coordination between sites and the District Emergency Operations Center (EOC).
- Provide for interface and coordination between sites and the County or city EOC in which they reside.
- Provide for the orderly conversion of pre-designated District sites to American Red Cross shelters, when necessary.

Schools are required by both federal statute and state regulation to be available for shelters following a disaster. The American Red Cross (ARC) has access to schools in damaged areas to set up their mass care facilities, and local governments have a right to use schools for the same purposes. This requires close cooperation between school officials and ARC or local government Representatives, and should be planned and arranged for in advance.

In an Emergency Building Evacuation, all employees will:

- Upon emergency alert, secure work area and depart/report to assigned area.
- Perform duties as pre-assigned by the Principal in cooperation with emergency services personnel.
- DO NOT re-enter the building without permission or request of emergency service authorities.
- Remain in the general assembly areas and calm students if not assigned another duty.
- When signaled to re-enter safe areas of the school, quickly do so.

- Upon safe re-entry, report anything amiss to the Operations Chief.

In an Emergency Building Evacuation, teachers will also:

- Upon alert, assemble students for evacuation using designated routes and account for all students.
- Secure room.
- If possible, leave a note on the door advising where the class evacuated to if other than the standard assembly area.
- Upon arrival at the assembly area, account for all students.
- Secure medical treatment for injured students.
- Report any students missing or left behind because of serious injuries.
- Stay with and calm students.
- If signaled to re-enter school, assure students do so quickly and calmly.
- Account for all students.
- Check room and report anything amiss to the Team Leader and/or Operations Chief.
- Debrief students to calm fears about the evacuation.

In an Emergency Campus Evacuation:

If it is necessary to evacuate the entire campus to another school or relief center, the Principal will:

- Notify the Superintendent of the Campus Evacuation.
- Cooperate with emergency authorities in enlisting students/staff with cars to help transport evacuees.
- Direct the evacuation, assure all students/staff are accounted for as they depart and arrive.

Dismissal of students from the school shall be governed by the emergency procedures outlined in this procedure guide and consistent with the Initial Response System. However, this policy does not preclude the exercise of professional judgment by an administrator when the circumstances of the situation indicate dismissal to be in the best interest of the student.

- Each teacher MUST KEEP THE REGISTER OR ENROLLMENT SHEET OF PUPILS READILY AVAILABLE AT ALL TIMES. The teacher will remain with students until directed otherwise.
- In the absence of orders from the superintendent, each school principal is authorized and directed to implement plans as described herein or take such other action as may be necessary to save lives and mitigate the effects of disasters.
- During an emergency period or condition created by disaster, occurrence students may only be released to parent, guardian or other adult specified on the Emergency Data Card. THERE SHALL BE NO EXCEPTIONS TO THIS POLICY.

Emergency Announcements will be provided on the following radio stations:

AM Radio Stations:

KTNQ-AM 1020 "Univision America" Spanish
 KNX-AM 1070 "KNX 1070 Newsradio"
 KUNX-AM 1400 "La Super X" Spanish
 KKZZ-AM 1520 "La Voz" Spanish
 KVTA- AM 1590 "Ventura's Talk Authority"

FM Radio Stations:

KCRU-FM 89.1 "Public Radio for Southern California"
 KIND-FM 94.1 "Radio Indigena 94.1" Spanish / Mixteco
 KXLM-FM 102.9 "Radio Lazer 102.9 FM" Spanish

CALIFORNIA EMERGENCY SERVICES ACT (CHAPTER 7, DIVISION 1, TITLE 2, CALIFORNIA GOVERNMENT CODE)

The Act provides the basic authorities for conducting emergency operations following a proclamation of Local Emergency, State of Emergency, or State of War Emergency by the Governor and/or appropriate local authorities, consistent with the provisions of this Act.

CALIFORNIA GOVERNMENT CODE, SECTION 3100, TITLE 1, DIVISION 4, CHAPTER 4.

States that public employees are disaster service workers, subject to such disaster service activities as may be assigned to them by their superiors or by law. The term "public employees" includes all persons employed by the state or any county, city, city and county, state agency or public district, excluding aliens legally employed.

The law applies to public school employees in the following cases:

- When a local emergency is proclaimed.
- When a state of emergency is proclaimed.
- When a federal disaster declaration is made.

The law has two ramifications for School District employees:

1. It is likely that public school employees are pressed into service as Disaster Service Workers by their superiors, and may be asked to do jobs other than their usual duties for periods exceeding their normal working hours.
2. When pressed into disaster service, employees' Workers' Compensation Coverage becomes the responsibility of state government (OES), but their overtime pay is paid by the school. These circumstances apply only when a local or state emergency is declared. States that (the Governor's Office of Emergency Services has stated) inadequately trained school staff render school officials potentially liable for acts committed or omitted by school staff acting within the scope of their training during or after a disaster. (Sub Sections 835-840.6). It requires that school districts be prepared to respond to emergencies using SEMS. (Section 8607, the Petris Bill).

CALIFORNIA CIVIL CODE, CHAPTER 9, SECTION 1799.102

It provides for "Good Samaritan Liability" for those providing emergency care at the scene of an emergency. ("No person, who, in good faith and not for compensation, renders emergency care at the scene of an emergency, shall be liable for any civil damages resulting from any act or omission. The scene of an emergency shall not include emergency departments and other places where medical care is usually offered.")

PUBLIC AGENCY USE OF SCHOOL BUILDINGS FOR EMERGENCY SHELTERS

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

AFTER SCHOOL PROGRAM

The after-school program staff is trained annually in regard to disaster response. The District maintains a full-time After School Program Manager, who oversees safety training and disaster preparedness for the program. The After School Program Manager ensures that the following safety components are addressed within the after-school program environment:

- Elements of a safe and orderly environment
- Emergency evacuation procedures
- Student release procedures
- Incident Command Team responsibilities
- Child abuse reporting
- Rules, expectations and consequences
- Non-discrimination and harassment reporting

TRAINING

All staff are trained annually in regard to disaster procedures within the Comprehensive School Safety Plan and the District's Emergency Operations Plan. The school conducts monthly safety drills for fire and earthquake. The school also conducts a lockdown security drill at a minimum of once yearly within the first month of school under the direction of the School Resource Officer.

FOR DISASTER PLAN PROTOCOLS AND PROCEDURES (SEE APPENDICES).

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

The Oxnard School District Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5)

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to himself/herself or others. (Education Code 48915)

The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be specified in administrative regulation.

Suspended or expelled students shall be excluded from all school-related extracurricular activities during the suspension or expulsion.

STUDENT DUE PROCESS

The board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in administrative regulation and law. (Education Code 48911, 48915, 48915.5)

ALTERNATIVES TO SUSPENSION / OPTIONS

All schools within the Oxnard School District may establish a suspension program, which involves progressive discipline during the school day on campus, conferences, detention, student study team, referral to support services staff and/or other resources including District.

REQUIRED PARENTAL ATTENDANCE

The teacher of the class from which the student was suspended may require the parent/caregiver to attend a portion of a school day in the classroom in coordination with the principal and in accordance with all related policies/regulations for implementing this school suspension option.

DEFINITIONS

Suspension from school means removal of a student from ongoing instruction for adjustment purposes.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision of school personnel.

NOTICE OF REGULATIONS

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Education Code 35291.5, 48900.1, 48980)

Notification shall include information about the availability of individual school rules and all district policies and regulations pertaining to student discipline. (Education Code 35291)

GROUNDINGS FOR SUSPENSION AND EXPULSION

Students may be subject to suspension or expulsion for committing any of the acts listed below:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
(2) Willfully used force or violence upon the person of another, except in self-defense.
- b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
- c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
- d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco, or tobacco products.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
- l) Knowingly received stolen school property or private property.

- m) Possessed an imitation firearm.
 - n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - r) Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:
 - (1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one of more pupils that has or can be reasonably predicted to have the effect of one or more of the following:
 - (A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
 - (B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
 - (C) Causing a reasonable pupil to experience substantial interference with his or her academic performance.
 - (D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.
 - (2) (A) "Electronic act" means the transmission, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication.
 - (i) A message, text, sound, or image.
 - (ii) A post on a social network Internet Web site including, but not limited to:
 - (I) Posting to or creating a burn page. "Burn page" means an Internet Web site created for the purpose of having one or more of the effects listed in paragraph (1).
 - (II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (III) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
 - (B) Notwithstanding paragraph (1) and subparagraph (A), an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
 - (3) "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs
 - s) Aided or abetted the infliction or attempted infliction of physical injury.
- E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.
- E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

- E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.
- E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
- E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

MANDATORY RECOMMENDATION FOR EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be in violation of Education Code 48915(a)(1), unless the principal determines that alternative means of correction would address the conduct.

- (a)(1)(A) Causing serious physical injury to another person, except in self-defense.
- (a)(1)(B) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(1)(C) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(1)(D) Robbery or extortion.
- (a)(1)(E) Assault or battery upon any school employee.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be in violation of Education Code 48915(c). Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts, which may involve the possession or sale of narcotics or of a controlled substance, or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION

Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

BULLYING

CALIFORNIA STATE LAW REGARDING BULLYING

Right to Safe Schools. All students and staff of public primary, elementary, junior high, senior high schools, and community colleges, colleges, and universities have the inalienable right to attend campuses which are safe, secure and peaceful.

AB 9 – Seth's Law

Requires schools to establish policies to prevent bullying and to address and be responsive to complaints about bullying.

- Requires school districts to include in its non-discrimination policy a detailed list where discrimination, harassment, intimidation, and bullying are prohibited under existing law—actual or perceived sexual orientation, gender, gender identity expression, race or ethnicity, nationality, religion, disability, or association with a person or group with one or more of these actual or perceived characteristics.
- Requires each school districts non-discrimination policy to describe the district's procedure for addressing discrimination and harassment complaints; and be publicized in places for student and parental access.
- School districts are to strengthen professional development curricula for teachers, school counselors, and administrators with instruction on identifying and stopping discrimination and harassment and creating a school-wide culture of inclusion and respect for differences.

AB 746 - Cyber bullying.

Existing law, the Interagency School Safety Demonstration Act of 1985, defines bullying as one or more acts of sexual harassment, hate violence, or intentional harassment, threats, or intimidation, directed against school district personnel or pupils, committed by a pupil or group of pupils. Under existing law, bullying, including bullying committed by means of an electronic act, as defined, is a ground on which suspension or expulsion may be based. This bill would specify that an electronic act for purposes of the act includes a post on a social network Internet Web site.

AB 1156 – Bullying In Schools

Redefines California anti-bullying law by expanding the definition of bullying and linking it to academic achievement. It will also strengthen policies and procedures to reduce bullying in schools and keep students safe.

- Requires training of school site personnel in the prevention of bullying
- Links bullying to academic achievement
- Gives victims of bullying priority for school transfer, if requested
- Encourages school districts and county offices of education to include policies and procedures on the prevention of bullying in the school safety plan

OXNARD SCHOOL DISTRICT BOARD POLICY 5131.2

Bullying

The Board of Trustees recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

Cyberbullying includes the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Strategies for bullying prevention and intervention shall be developed with involvement of key stakeholders in accordance with law, Board policy, and administrative regulation governing the development of comprehensive safety plans and shall be incorporated into such plans.

Bullying Prevention

To the extent possible, district and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and strategies to establish a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for perpetrators of bullying.

The district may provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies.

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias.

Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When appropriate, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators. He/she also may involve school counselors, mental health counselors, and/or law enforcement.

Complaints Procedures

The Board hereby designates the following position to handle complaints regarding bullying and inquiries regarding the district's bullying policies:

Assistant Superintendent, Human Resources and Support Services

1051 South A Street
Oxnard, CA 93030
(805) 385-1501 ext. 2050

Any student who feels that he/she has been subjected to bullying should immediately contact the Coordinator, the principal, or any other staff member. Any student or school employee who observes an incident of bullying should report the incident to the Coordinator or principal, whether or not the victim files a complaint.

Upon receiving a complaint of bullying, the Coordinator shall immediately investigate the complaint in accordance with site-level complaint procedures specified in AR 1312.3- Uniform Complaint Procedures.

The Superintendent or designee shall ensure that the student handbook clearly describes the district's bullying policy, procedures for filing a complaint regarding bullying, and the resources that are available to students who feel that they have been the victim of bullying. The district's policy may also be posted on the district website or any other location that is easily accessible to students.

When a student is reported to be engaging in bullying off campus, the Assistant Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.

When a student uses a social networking site or service to bully or harass another student, the Assistant Superintendent or designee shall file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

Discipline

Any student who engages in bullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion, in accordance with district policies and regulations. Alternative means of correction will be considered where appropriate, as required by Education Code section 48900.5

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.

- (a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 or Section 48915 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.
- (b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.
- (c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.
- (d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.

- (e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

Gang-Related apparel is defined as apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus.

California Education Code Title V, Section 302: A pupil who goes to school without proper attention having been given to personal cleanliness or neatness of dress, may be sent home to be properly prepared for school, or shall be required to prepare himself for the schoolroom before entering.

Students may not wear clothing or hairstyles that will be disruptive to the educational process.

The school dress code is reviewed annually following the board of education policies and the guidelines will be available to the students in their agendas and parent/student handbooks. At least every trimester, a meeting will be held to review the school's dress code policies.

All students at Dr. Manuel M. Lopez Academy will be held to the school's dress code policy. Students who violate the dress code policy will be requested to fix inappropriate clothing by changing into appropriate clothing. Students can call parents or guardians to bring appropriate clothing to school and change, to adhere to the school's dress code policy.

The focus of our dress code policy is to ensure a safe and secure environment in which students can benefit from a quality education.

1. Shoes must be worn at all times. Open-toe sandals and slippers are inappropriate for safety reasons. Loaner shoes are not available.

2. Bare midriffs, halter tops, spaghetti straps, see-through clothes and low cut tops are not permitted. Undergarments may not be visible.
3. Clothes, items, or jewelry with alcohol, beer, drug, tobacco or other inappropriate language or pictures are not permitted.
4. Students are not allowed to wear clothing or styles that can be considered gang affiliated. This includes sports teams that may promote gang affiliation (i.e. Dallas Cowboys, Raiders).
5. Clothing that is disruptive to the educational environment is prohibited.
6. The Dress Code will be amended as necessary to promote student safety.

Exceptions to the dress code can be made for medical/health reasons, a physical disability, and/or religious beliefs.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

SCHOOL HOURS

The regular student day is from 8:45 am to 3:13 pm. Parents dropping students off at school should be aware that supervision IS NOT available before 8:00 am. School office hours are 7:30 am to 4:00 pm.

- Once arriving at school, students are to immediately come onto the campus and move to the cafeteria, quad, or library if there is time to spare until the first bell at 8:40 am. At 8:40 am all students are to proceed to their first period class. Under no circumstances are students to leave to pick up friends, go to locations other than the school campus, or loiter outside campus gates.
- Students not participating in after-school activities are to leave campus immediately by walking or bus. Students waiting for rides home via automobile need to wait in the designated pickup area located in front of the school. Loitering is prohibited. Students who fail to adhere to this rule will be subject to disciplinary action.

CLOSED CAMPUS

Dr. Manuel M. Lopez Academy of Arts and Sciences is a closed campus. Students must stay on campus from the time of arrival in the morning until dismissal at 3:13 pm. Students may leave campus during school hours if a written request from a parent or guardian has been approved. The request must state time, date, and reason for leaving campus. The Back Office Secretary will issue an OFF-GROUNDS-PASS once a request is approved. Off campus absences, which are not approved in advance, are UNEXCUSED and students will be subject to disciplinary action.

Under no circumstances should a student leave campus without permission.

LEAVING EARLY

Parent must check in at the office in order to pick up students who are leaving campus for appointments. Only parents, guardians or adults listed on the emergency card can sign out for a student leaving campus. Persons picking up students during the day must present a valid ID, be 18 years of age, and be noted on the emergency card.

TARDY / LATE POLICY

- Be On Time to all your classes.
- Be at your first class before 8:45 am.
- If a student is late to class without an approved reason it is a behavior infraction.
- If a student is late in the morning (after 8:45 am), he/she must report to the back office for a late slip, and then quickly go to class.
- An “excused late” will be assigned when parents have called the school with a valid excuse such as medical/dental appointments, court appearances, religious instruction, death in the immediate family, or any absence approved by school administrator's or LEA representative(s).

- Oversleeping, missing the bus, etc., are not valid reasons for an “excused late.”
- When a student is habitually late to school (more than 3 times), the back office staff will assign an Office Detention or other consequence.
- Truant Tardy is when students arrive to school 30 minutes late. When a student is determined to have a truant tardy he/she will be assigned a consequence, be placed on an attendance contract, and possibly receive a citation.

EXCUSED ABSENCES

These can only result from illness, medical/dental appointments, court appearances, religious instruction, death in the immediate family, or any absence approved by school administrator's or LEA representative(s). All other absences are considered unexcused. State law does not provide any financial assistance to schools when students are absent for any reason, including excused absences. When a student is absent, parents are expected to call the school (385-1545) the same day of the absence.

RETURNING AFTER AN ABSENCE

1. Bring a dated note from parent(s) stating the reason for the absence, with your name, grade, date of absence, and parent signature.
2. Take the note to the Attendance Clerk prior to 8:40 am to avoid being late for class.
3. Receive a readmit slip to be signed by all of your teachers.
4. If a student leaves school early, a readmit slip must be picked up the following morning.

TRUANCIES (UNEXCUSED ABSENCES)

The following are considered truanies:

1. Being absent from school without the knowledge and consent of the parent/school.
2. Leaving the school grounds during the day without permission.
3. Staying out of class without permission.
4. Having excessive tardies.

If a student is habitually late or absent from school, various measures may be taken including regular assignment to an alternate school placement, and referral to SARB (School Attendance Review Board). Truancy is a violation of the California Education Code and includes consequences ranging from requiring parents to attend parenting classes to fines levied to parents. In all cases of truancy, students will be assigned an office consequence.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

Positive School Climate

Element:

School-wide Positive Behavior Support

Opportunity for Improvement:

Reinforce CHAMPS, PBIS, ASB, and WEB Programs

Objectives	Action Steps	Resources	Lead Person	Evaluation
1. Maintain supervision before, during, and after school.	Maintain the number of campus supervisors and number of hours. Review their work assignments, based on student need. Provide training for campus supervisors in deescalating strategies and maintain the number of crosswalk certified staff. Teaching staff supports with supervision at dismissal.	Campus Assistant Salaries Professional Development for Campus Supervisors	Site Administration	Review disciplinary data with staff
2. Utilize additional community resources to help support our students who have challenges with alcohol and drugs.	Utilize PDAP and Brite programs for student referrals. Maintain Friday Night Live after school program to educate students on drug, alcohol and tobacco prevention. Utilize OPD resources to address student needs with drugs, alcohol, and tobacco prevention.	PDAP Friday Night Live after school program	Administration Counselors Outreach Specialist	PDAP referral rate Friday Night Live enrollment
3. Encourage the proper use of technology on campus.	Implement school-wide digital citizenship lessons, provide parent technology education including CANVAS, and teach students about responsible use of iPads during school day.	iPads Digital Citizenship materials	Teachers Administration Technology Personnel	Review referral data for misuse of technology with staff Digital Citizenship logs Administrators Parents
4. Maintain the After-School Oxnard Scholars Program and City of Oxnard Jaguar Athletic Program.	Periodically meet with the ASP Coordinator and ASP Liaison and recruit coaches to support athletic program.	ASES Funds	City of Oxnard	ASP Attendance rate
5. Maintain a positive school climate on campus.	Provide training on PBIS, RJ, and MTSS to staff. Create staff-led PBIS, RJ, and MTSS teams to address academic, behavioral and socio-emotional needs.	Site funds for onsite training District funds for offsite training	Administration RJ/PBIS Teams	Behavior data Positive Interaction Plan data Suspension data Classroom Referrals Counselor student-contact data CHKS and Panorama Data

Objectives	Action Steps	Resources	Lead Person	Evaluation
6. Continue implementation of WEB Program.	Select 8th grade students to participate and train 8th grade students prior to school starting. Provide collaboration time for WEB coordinators. Schedule and host regular WEB activities.	Additional WEB t-shirts Funding to support collaboration time	WEB Coordinators	Percentage of 8th grade students in WEB Frequency of WEB activities
7 Teach rules and expectations for positive behavior to students.	Share school wide expectations with students and parents. Hold in person expectation assemblies to review school rules and behavior expectations each trimester.	All classes	Administration	Review Referral and Suspension data with staff.
8. Adhere to guidance from Oxnard School District and appropriate agencies regarding procedures put in place to address the COVID-19 Pandemic	School shall implement and follow all safety and procedural guidelines as directed by OSD Risk Management and appropriate agencies.	Site/District Funds as needed	Administration, All Lopez Staff	Feedback from OSD/Health officials regarding site procedures to address COVID 19 related issues.

Component:

Safe Physical Environment

Element:

Safe School Environment

Opportunity for Improvement:

Regular safety inspections

Objectives	Action Steps	Resources	Lead Person	Evaluation
1. Meet Risk Management Safety Inspection requirements (e.g., blinds, doormats)	Conduct Inspections, make corrections, and submit necessary work orders.	Feedback from Inspections	Risk Management Administration Facilities/Custodial Staff School Safety Committee	Safety Inspection Documentation Work Order referrals
2. Ensure that restrooms are in working order.	Inspect facilities and repair when necessary.	Facilities Department	Custodial/Facilities staff	Work Orders Report from custodians
3. Ensure sufficient wireless and radio reception throughout campus.	Perform system checks and upgrade radios if necessary. Train Campus Supervisors on correct use of radios.	Discretionary funds	Administration, Campus Supervisors, Custodial staff	Daily radio checks Work Order Referrals
4. Establish and maintain a safe campus environment at night.	Ensure that sufficient lighting exists at night.	Facilities Department	Custodial & Facilities staff	Visual inspection by custodians
5. Develop an Emergency Safety Team	Arrange NCPI training for Emergency Safety Team members and allow time for meetings.	NCPI training	Administration and Counselors	Administration team is completely NCPI trained by August 2023.
6. Maintain COVID-19 Safety.	Train office staff and campus supervisors on health screenings. Ensure custodians are cleaning regularly. Ensure all staff have access to KN95 masks if requested.	District Nurse Administration Custodians	Administrators, District Nurse Risk Management Facilities/Custodial Staff	Health reports Attendance reports
7. Educate students on COVID-19 Safety	Provide information about importance of sanitizing and washing hands.	District Nurse Health Tech	Administration District Nurse Health Tech Teachers	Health Reports Student Attendance Reports

Component:

Disaster Preparedness

Element:

School Safety

Opportunity for Improvement:

Site based response, emergency bag and supplies

Objectives	Action Steps	Resources	Lead Person	Evaluation
1. Review emergency responses with site personnel to help prepare for various disasters.	Conduct disaster training with staff.	Emergency bags Class rosters Emergency Safety Reports	Administration Emergency Committee members	Checklists Staff Input
2. Provide training for school site personnel to be prepared for their role in school safety plan.	Conduct drills and training in disaster preparedness to all classified and certificated staff.	Support from Oxnard PD Risk Management Department	Administration District Office Emergency Committee members	Oxnard Police Department and Oxnard Fire Department feedback
3. School site students and staff practice monthly disaster drills (i.e., lockdown, earthquake, and fire).	Schedule and conduct disaster drills, provide feedback, review drills at Safety Committee meetings, and review lockdown procedures with staff.	Support from Oxnard PD Risk Management Department	Administration Emergency Committee members	Staff feedback after fire, earthquake, and lockdown drills Oxnard Police Department, Oxnard Fire Department, and Paramedics feedback
4. Site has all necessary disaster supplies including, but not limited to, emergency bags, flashlights, and batteries.	Conduct inventory of supplies and order needed supplies.	Disaster kits/supplies Funding to support purchase of supplies	Administration Emergency Committee members Risk Management Department	Annual Inventory Checklist

Guidelines for **SUCCESS**

 **Jaguars show
respect and kindness**

 **Are responsible and safe**

 **Give their best**

 **Seek a growth mindset**

PURPOSE

The School Rules and Procedures were developed and adopted in accordance with California Education Code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety.

GOALS

We want our students to develop a sense of values and to become:

Caring	Honest
Responsible	Well mannered and courteous
Respectful	Knowledgeable of right and wrong
Fair	Positive in outlook
Compassionate	Self-disciplined

BELIEFS

School Vision and Mission

Vision - Empowering, Inspiring, and Motivating Students to Become Creative and Productive Global Citizens

Mission - We provide a safe, healthy, positive, and respectful environment where creativity, critical thinking, and responsibility are fostered in all students.

We believe our rules and procedures will:

- Provide a starting point for behavior and conduct expected.
- Provide a framework of expectations, rewards and consequences so we can be consistent and fair in disciplining students.
- Promote overall school safety and security for each student.
- Demonstrate our agreement and commitment to developing self-discipline and responsible youth.
- Provide opportunities for students and parents to participate with school faculty, staff and administration in ensuring the highest possible instructional climate.
- Promote knowledge and teach behavior which will help each student become self-respecting, successful and contributing adults.

PHILOSOPHY

A student's education is dependent upon a "team" effort involving the student, parents and school personnel. Each member of the team has specific responsibilities which must be met if the educational experience is to have the greatest positive results. Students, parents and teachers are encouraged to maintain an ongoing dialogue about the standards for personal conduct in relation to life at school. We want to be an extraordinary place of safety and positive opportunity for everyone.

Students are expected to observe the 3 B's- "Be Prepared, Be Safe, and Be Respectful." By observing these basic guidelines, students will be able to focus on academic success and will help create a positive learning environment for all.

Expectations of Students

- Be regularly in school attendance and be on time for each class.
- Know and obey school rules and regulations.
- Be courteous and respectful to school personnel, fellow students and the public in general.
- Behave in such a way that it does not disrupt the learning of others.
- Respect public and private property.
- Positive Behavior Support System (CHAMPS)

Expectations for Parents

- Assure that your child is in school and on time each day.
- Assure that your child is appropriately prepared for school (dress, nutrition and sleep.)

- Be responsible for the pupil's behavior.
- Teach the pupil respect for the law and the rights of others.
- Visit your school periodically and participate in conferences as called.
- Know the district, school and classroom rules and regulations and be supportive of your school.
- Help your child to learn self-discipline.

Expectation for Teachers

- Provide learning experiences appropriate for each student.
- Consistently enforce classroom rules and district rules and policies.
- Communicate on a regular basis with parents concerning their child's progress.
- Be available to parents for conference.
- Continually improve professional competencies in matters of student control and discipline.
- Develop enthusiasm for learning through experiences that are interesting and relevant to pupils.

Expectations for Administrators

- Inform students and parents about school district discipline standards.
- Consistently monitor classroom, school and district rules and policies.
- Counsel with students and parents regarding disciplinary matters.
- Provide professional growth experiences which will assist staff in increasing competencies for student control and discipline.
- Provide leadership that will establish, encourage and promote teaching and effective learning.

Basic School Rules:

- Attend school regularly.
- Be on time.
- Be prepared for class.
- Treat others with respect, care and consideration.
- Promptly obey school authorities without argument.
- Conserve and protect school and private property.
- Engage in activities without "body contact."
- Obey all school, playground, etc. rules.
- Use appropriate language.
- Follow district dress/uniform standards.
- Use class time wisely.
- Work quietly without disturbing others.
- Respect the rights of others.
- Complete all assignments on time.
- Follow other rules which may be adopted in individual classrooms.

Positive Behavior Support

- Awards Assemblies
- Attendance Awards
- Academic Awards
- Character Awards
- CHAMPS- Safe and Civil Schools
- Opportunity Program
- Daily Advisory Program
- Restorative Justice Practices

Student Conduct, Concerns and Consequences:

Student conduct which prevents students from learning or teachers from teaching will not be tolerated. We have established clear consequences for behavior that interferes with learning and rewards for positive behavior, to help all students maintain acceptable personal conduct. We provide classroom instruction in personal and social skills, incorporating the teaching of school rules and making wise choices in prevention of discipline incidents. Students learn that when they violate a school or classroom standard, a consequence will result. Disruptive, disrespectful behavior or harassment will not be tolerated. Students are not to endanger others, continually disregard rules or repeatedly interfere with others' right to learn.

Note: Students may be disciplined for acts related to school activities or attendance which occur at any time including:

- While on school grounds;
- While going to or coming from school;
- During the lunch hour whether on or off campus;
- During, or going to or coming from, a school sponsored activity.

Other causes of disciplinary action:

- Deliberate littering of school premises;
- Chewing gum while at school;
- Using electronic devices during times when use is not allowed or to cause a disturbance
- Not adhering to the school dress code;
- Making bomb threats or false fire alarms;
- Setting fires or using explosive devices which threaten or cause damage to human life or property on school grounds or at school sponsored events;
- Habitual tardiness/truancy;
- Forging parents' signatures or school documents (CAC 306).

GENERAL

Education Code 44807: Every teacher in the public schools shall hold Pupils to a strict account for their conduct on the way to and from school, on the playgrounds, or during recess. A teacher, vice principal, principal, or any other certificated employee of a school district, shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of his duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning.

CONDUCT CODE PROCEDURES

The school rules and procedures were developed and adopted in accordance with California education code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas.

(J) Hate Crime Reporting Procedures and Policies

In order to create a safe learning environment for all students, the Board of Trustees desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or

statements that degrade an individual based on his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the teacher and Principal. Upon receiving such a complaint, the Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 - Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation. Students are expected to respect all others while on school grounds or while participating in school activities. Any student engaging in hate-motivated behavior will be subject to the school discipline policies in accordance with the district policies and guidelines.

Safety Plan Review, Evaluation and Amendment Procedures

A variety of stakeholders including administration, teachers, support staff, parents, and classified staff members are assembled yearly to review the safety plan to determine if changes need to be made. These stakeholders will meet, review the proposed safety plan, and discuss any safety concerns to determine if changes need to be made prior to the annual review. If the safety plan needs to be amended prior to the annual review, the safety committee will create an amendment to be attached to the safety plan. Updates to the plan are shared with stakeholders. The effectiveness of the safety plan will be evaluated via a variety of data. These data include police reports, suspension and expulsion data, William's facilities inspections, UCP reports, injury reports, etc. The plan is approved by School Site Council annually.



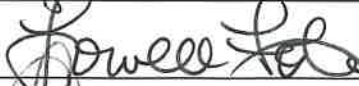

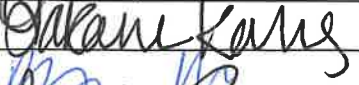
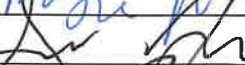


Comprehensive School Safety Plan SB 187 Compliance Document

2022-2023 School Year

School: Marina West Elementary School
CDS Code: 56725386055347
District: Oxnard School District
Address: 2501 Carob Street
 Oxnard, CA 93035
Date of Adoption: February 15, 2023
Date of Review: -with Staff
 November 1, 2022
 -with Law Enforcement

 -with Fire Authority

Reviewed by:

Name	Title	Signature	Date
Elva Gonzales-Nares	Principal		11/30/22
Gracie Cervantes	Office Manager		12/6/22
Lowell Foster	School Site Council Chairperson		12/6/22
Eva Barraza	ELAC President/Parent		12/6/22
La Raine Tanita-Kang	PBIS Committee		12/6/22
Reyna Moreno	Outreach Specialist		11/30/22
Samantha Jara	Counselor		11/30/22
Michael Rutland	Safety Committee		12/6/22
	Fire Department Representative		
	Police Department Representative		

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Reyna Moreno	Outreach Specialist		
Samantha Jara	Counselor		
Michael Rutland	Safety Committee		
SCOTT BREWER	Fire Department Representative		1/30/23
	Police Department Representative		2/14/23

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Senate Bill 187: Comprehensive School Safety Plan Purpose

Effective January 1, 2019, Assembly Bill 1747 (Rodriguez), School Safety Plans, became law. This bill requires that during the writing and development of the comprehensive school safety plan (CSSP), the school site council or safety committee consult with a fire department and other first responder entities in addition to currently required entities. It requires the CSSP and any updates made to the plan to be shared with the law enforcement agency, the fire department, and the other first responder entities.

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

- Assessment of school crime committed on school campuses and at school-related functions
- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy (electronic or paper) of the Comprehensive School Safety Plan is provided yearly to the following:

- School staff
- Parents
- After-school program staff
- Oxnard Police Department
- Oxnard Fire Department
- Early Childhood Education staff
- Volunteer Coaches

A copy of the Comprehensive School Safety Plan is available for review online at www.oxnardsd.org or in the Marina West Elementary School's office.

COVID-19 PANDEMIC INFORMATION FOR 2022 – 2023 SCHOOL YEAR

For the most up-to-date information concerning our COVID-19 protocols, feel free to visit the following websites:

Oxnard School District @ www.oxnardsd.org

Ventura County Department of Public Health @ www.vhca.org
Center for Disease Control and Prevention @ www.cdc.gov

Safety Plan Vision

The goal of our safety plan is to ensure the safety of all members of the Marina West Elementary School community and to preserve the well-being of the school and continuity of education through a rapid, coordinated, effective response to (and recovery from) emergencies and disasters. Our Guidelines for Success: Be safe. Be responsible. Be respectful. Be your best.

Components of the Comprehensive School Safety Plan (EC 32281)

Marina West Elementary School Safety Committee

Elva Gonzales-Nares-Principal, Summer Whitehead- Teacher, Monique Martinez-Teacher, Michael Rutland-Teacher, Samantha Jara-Site Counselor

Assessment of School Safety

Lockdown drills are scheduled regularly to ensure that procedures are followed properly. Feedback/input is given to administration, who in turn, debriefs with the staff and necessary changes are made.

The Risk Management Department from the District conducts a Safety Inspection of each campus each year. A report is submitted and necessary changes are made by either school personnel or district personnel.

The Lead Custodian and the principal conduct a monthly safety inspection and submit reports to the District Office.

Any safety issues are reported by staff to administration as they are noticed to be handled by the Lead Custodian or through work orders to the district office.

Office Referrals can be forwarded to site PBIS Committee for review and assessment. The administrator, along with the Outreach Coordinator, review site attendance rates. The Pupil Services Department shares monthly Suspension/Expulsion data with the site. This information is shared with staff and PBIS Committee.

The Safety Committee (PBIS Team) reviewed and discussed procedures to be followed by staff and students during emergencies.

The Oxnard Traffic Police are called periodically to observe the traffic patterns during arrival and dismissal in order to ensure that drivers are obeying traffic laws. The administration communicates with the community via meetings, letters, and phone message regarding reminders for safety and traffic regulations.

The PBIS Team meets regularly to review all safety and security procedures and make any necessary recommendations and changes.

The monthly safety checks also provide information about any necessary changes.

Staff is trained in Emergency Operations Plan/School Safety Plan.

Security has been increased by making the campus a Closed Campus. All students are dropped off at various locations in the morning on campus and dismissed at the designated gates. Adults who are not employees are not allowed on campus at any time without first checking in at the office, signing in and obtaining a visitor's badge. All adults picking up students before regular dismissal are required to be on the student's emergency card, be of 18 years of age and produce a valid ID. Staff and administration are continuously supervising and monitoring school campus throughout the school day to ensure school safety.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

The following strategies and programs are consistent with California educational code 32281 and reflect the school's commitment to safety within the following areas:

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

All staff have been trained regarding Child Abuse Reporting Procedures.

GENERAL

As stated in the Board Policy (BP 5141.4), "District employees shall report known or suspected incidence of child abuse in accordance with district regulations and state law. Employees shall fully cooperate with the child protective agencies responsible for reporting, investigating and prosecuting cases of child abuse."

When an employee suspects child abuse, the employee shall immediately meet and discuss the situation with a school counselor or an administrator. Information will be noted (name of person making report, name of child, present location of child, nature and extent of injury, and all other pertinent information.) At that time the counselor or administrator will assist the employee in making a call to Children and Family Services (654-3200) or the local Police Department (Oxnard 385-7600, Sheriff's Dept. 654-2311). The counselor or administrator will make note of time, date and name of official contacted. The employee will then complete and mail the required written report to the local Children and Family services agency. The counselor or assistant principal will notify the principal.

Employees (mandated reporters) have absolute immunity and are not liable for filing a required report. If a mandated reporter does not wish to disclose his/her identity to a district administrator, he/she shall at least provide or mail a copy of the written report to the district without his/her signature or name after making the required call to Children and Family Services or appropriate law enforcement agency. Mandated reports of sexual activity must be reported to either the Department of Children and Family Services (DCFS) or to the appropriate police jurisdiction. This information will then be cross-reported to the other legal agency.

School manager either mails or faxes over the completed abuse form to CFS within 36 hours of the report. School office manager gives a copy to principal and to the Oxnard School District Superintendent.

SEXUAL ACTIVITY

Child abuse laws change from time to time. Should you suspect that a student is engaged in unlawful sexual activity, please consult with the school social worker and campus officer to determine if particular provisions under this section are current and in effect.

- a. Involuntary sexual activity is always reportable.
- b. Incest, even if voluntary, is always reportable. Incest is a marriage or act of intercourse between parents and children; ancestors and descendants of every degree; brothers and sisters of half and whole blood and uncles and nieces or aunts and nephews. (Family Code §2200).
- c. Voluntary Sexual Activity may or may not be reportable. Even if the behavior is voluntary, there are circumstances where the behavior is abusive, either by Penal Code definition or because of an exploitative relationship, then this behavior must be reported. If there is reasonable suspicion of sexual abuse prior to the consensual activity, the abuse must be reported.

Reportable Sexual Activity if a Child is 14 Years of Age and:

- a. Partner is younger than 14 years old, but there is a disparity in chronological or maturational age or indications of intimidation, coercion or bribery or other indications of an exploitative relationship.
- b. Partner is 14 years or older lewd & lascivious acts committed by a partner of any age partner is alleged spouse and over 14 years of age.

Reportable Sexual Activity if the Child is 14 or 15 years and:

- a. There is unlawful sexual intercourse with a partner older than 14 but less than 21 years of age and there is no indication of abuse or evidence of an exploitative relationship. There is unlawful sexual intercourse with a partner older than 21 years
- b. There is lewd and lascivious acts committed by a partner more than 10 years older than the child is.
- c. The partner is the alleged spouse and over 21 years of age

Reportable Sexual Activity if the Child is 16 or 17 years and:

- a. The partner is less than 14 years of age
- b. There is unlawful sexual intercourse with a partner older than 14 and there is evidence of an exploitative relationship
- c. The partner is the alleged spouse and there is evidence of an exploitative relationship

Reportable Sexual Activity if the Child is under 18 years:

- a. Sodomy, oral copulation, penetration of a genital or anal opening by a foreign object, even if consensual, with a partner of any age.

Not Reportable Sexual Activity:

- a. Child is 14 years or younger and partner is younger than 14 years and of similar age or maturational age. Sexual behavior is voluntary and consensual. There are no indications of intimidation, coercion, bribery, or other indications of an exploitative relationship.
- b. Unlawful sexual intercourse of a child 14 to 15-years old with a partner older than 14 and less than 21 years of age and there is no indication of abuse or evidence of an exploitative relationship.
- c. Unlawful sexual intercourse with a child 16 or 17 years with a partner older than 14 and there is no indication of an exploitative relationship.

Mandated reports of sexual activity must be reported to either the Department of Children and Family Services (DCFS) or to the appropriate police jurisdiction. This information will then be cross-reported to the other legal agency.

STAFF TRAINING

All Oxnard School District staff who work with students are trained annually in regard to child abuse. New employees are trained upon being hired. Employees receive training on their legal obligation under law regarding mandated reporting. Employees also receive training to recognize signs and symptoms of child abuse.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

GENERAL

This Plan addresses the Oxnard School District's responsibilities in emergencies associated with natural disaster, human-caused emergencies and technological incidents. It provides a framework for coordination of response and recovery efforts within the District in coordination and with local, State, and Federal agencies. The Plan establishes an emergency organization to direct and control operations at all sites during a period of emergency by assigning responsibilities to specific personnel. This Plan:

- Conforms to the Federally mandated National Incident Management System (NIMS), State mandated Standardized Emergency Management System (SEMS) and effectively restructures emergency response at all levels in compliance with the Incident Command System (ICS).
- Establishes response policies and procedures, providing Oxnard School District clear guidance for planning purposes.
- Describes and details procedural steps necessary to protect lives and property.
- Outlines coordination requirements.
- Provides a basis for unified training and response exercises to ensure compliance.

OBJECTIVES

- Protect the safety and welfare of students, employees and staff.
- Provide for a safe and coordinated response to emergencies.
- Protect the District's facilities and properties.
- Enable the District to restore normal conditions with minimal confusion in the shortest time possible.
- Provide for interface and coordination between sites and the District Emergency Operations Center (EOC).
- Provide for interface and coordination between sites and the County or city EOC in which they reside.
- Provide for the orderly conversion of pre-designated District sites to American Red Cross shelters, when necessary.

Schools are required by both federal statute and state regulation to be available for shelters following a disaster. The American Red Cross (ARC) has access to schools in damaged areas to set up their mass care facilities, and local governments have a right to use schools for the same purposes. This requires close cooperation between school officials and ARC or local government Representatives, and should be planned and arranged for in advance.

In an Emergency Building Evacuation, all employees will:

- Upon emergency alert, secure work area and depart/report to assigned area.
- Perform duties as pre-assigned by the Principal in cooperation with emergency services personnel.
- DO NOT re-enter the building without permission or request of emergency service authorities.
- Remain in the general assembly areas and calm students if not assigned another duty.
- When signaled to re-enter safe areas of the school, quickly do so.
- Upon safe re-entry, report anything amiss to the Operations Chief.

In an Emergency Building Evacuation, teachers will also:

- Upon alert, assemble students for evacuation using designated routes and account for all students.
- Secure room.
- If possible, leave a note on the door advising where the class evacuated to if other than the standard assembly area.
- Upon arrival at the assembly area, account for all students.
- Secure medical treatment for injured students.
- Report any students missing or left behind because of serious injuries.
- Stay with and calm students.
- If signaled to re-enter school, assure students do so quickly and calmly.

- Account for all students.
- Check room and report anything amiss to the Team Leader and/or Operations Chief.
- Debrief students to calm fears about the evacuation.

In an Emergency Campus Evacuation:

If it is necessary to evacuate the entire campus to another school or relief center, the Principal will:

- Notify the Superintendent of the Campus Evacuation.
- Cooperate with emergency authorities in enlisting students/staff with cars to help transport evacuees.
- Direct the evacuation, assure all students/staff are accounted for as they depart and arrive.

Dismissal of students from the school shall be governed by the emergency procedures outlined in this procedure guide and consistent with the Initial Response System. However, this policy does not preclude the exercise of professional judgment by an administrator when the circumstances of the situation indicate dismissal to be in the best interest of the student.

- Each teacher MUST KEEP THE REGISTER OR ENROLLMENT SHEET OF PUPILS READILY AVAILABLE AT ALL TIMES. The teacher will remain with students until directed otherwise.
- In the absence of orders from the superintendent, each school principal is authorized and directed to implement plans as described herein or take such other action as may be necessary to save lives and mitigate the effects of disasters.
- During an emergency period or condition created by disaster, occurrence students may only be released to parent, guardian or other adult specified on the Emergency Data Card. THERE SHALL BE NO EXCEPTIONS TO THIS POLICY.

Emergency Announcements will be provided on the following radio stations:

AM Radio Stations:

KTNQ-AM 1020 "Univision America" Spanish

KNX-AM 1070 "KNX 1070 Newsradio"

KUNX-AM 1400 "La Super X" Spanish

KKZZ-AM 1520 "La Voz" Spanish

KVTA- AM 1590 "Ventura's Talk Authority"

FM Radio Stations:

KCRU-FM 89.1 "Public Radio for Southern California"

KIND-FM 94.1 "Radio Indigena 94.1" Spanish / Mixteco

KXLM-FM 102.9 "Radio Lazer 102.9 FM" Spanish

CALIFORNIA EMERGENCY SERVICES ACT (CHAPTER 7, DIVISION 1, TITLE 2, CALIFORNIA GOVERNMENT CODE)

The Act provides the basic authorities for conducting emergency operations following a proclamation of Local Emergency, State of Emergency, or State of War Emergency by the Governor and/or appropriate local authorities, consistent with the provisions of this Act.

CALIFORNIA GOVERNMENT CODE, SECTION 3100, TITLE 1, DIVISION 4, CHAPTER 4.

States that public employees are disaster service workers, subject to such disaster service activities as may be assigned to them by their superiors or by law. The term "public employees" includes all persons employed by the state or any county, city, city and county, state agency or public district, excluding aliens legally employed.

The law applies to public school employees in the following cases:

- When a local emergency is proclaimed.
- When a state of emergency is proclaimed.
- When a federal disaster declaration is made.

The law has two ramifications for School District employees:

1. It is likely that public school employees are pressed into service as Disaster Service Workers by their superiors, and may be asked to do jobs other than their usual duties for periods exceeding their normal working hours.

2. When pressed into disaster service, employees' Workers' Compensation Coverage becomes the responsibility of state government (OES), but their overtime pay is paid by the school. These circumstances apply only when a local or state emergency is declared. States that (the Governor's Office of Emergency Services has stated) inadequately trained school staff render school officials potentially liable for acts committed or omitted by school staff acting within the scope of their training during or after a disaster. (Sub Sections 835-840.6). It requires that school districts be prepared to respond to emergencies using SEMS. (Section 8607, the Petris Bill).

CALIFORNIA CIVIL CODE, CHAPTER 9, SECTION 1799.102

It provides for "Good Samaritan Liability" for those providing emergency care at the scene of an emergency. ("No person, who, in good faith and not for compensation, renders emergency care at the scene of an emergency, shall be liable for any civil damages resulting from any act or omission. The scene of an emergency shall not include emergency departments and other places where medical care is usually offered.")

PUBLIC AGENCY USE OF SCHOOL BUILDINGS FOR EMERGENCY SHELTERS

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

AFTER SCHOOL PROGRAM

The after-school program staff is trained annually in regard to disaster response. The District maintains a full-time After School Program Manager, who oversees safety training and disaster preparedness for the program. The After School Program Manager ensures that the following safety components are addressed within the after-school program environment:

- Elements of a safe and orderly environment
- Emergency evacuation procedures
- Student release procedures
- Incident Command Team responsibilities
- Child abuse reporting
- Rules, expectations and consequences
- Non-discrimination and harassment reporting

TRAINING

All staff are trained annually in regard to disaster procedures within the Comprehensive School Safety Plan and the District's Emergency Operations Plan. The school conducts monthly safety drills for fire and earthquake. The school also conducts a lockdown security drill at a minimum of once yearly within the first month of school under the direction of the School Resource Officer.

FOR DISASTER PLAN PROTOCOLS AND PROCEDURES (SEE APPENDICES).

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

All school suspension, expulsion and mandatory Expulsion Guidelines are followed per Education Code 48915 per OSD.

The Oxnard School District Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5)

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to himself/herself or others. (Education Code 48915)

The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be specified in administrative regulation.

Suspended or expelled students shall be excluded from all school-related extracurricular activities during the suspension or expulsion.

STUDENT DUE PROCESS

The board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in administrative regulation and law. (Education Code 48911, 48915, 48915.5)

ALTERNATIVES TO SUSPENSION / OPTIONS

All schools within the Oxnard School District may establish a suspension program, which involves progressive discipline during the school day on campus, conferences, detention, student study team, referral to support services staff and/or other resources including District.

REQUIRED PARENTAL ATTENDANCE

The teacher of the class from which the student was suspended may require the parent/caregiver to attend a portion of a school day in the classroom in coordination with the principal and in accordance with all related policies/regulations for implementing this school suspension option.

DEFINITIONS

Suspension from school means removal of a student from ongoing instruction for adjustment purposes.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision of school personnel.

NOTICE OF REGULATIONS

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Education Code 35291.5, 48900.1, 48980)

Notification shall include information about the availability of individual school rules and all district policies and regulations pertaining to student discipline. (Education Code 35291)

GROUND FOR SUSPENSION AND EXPULSION

Students may be subject to suspension or expulsion for committing any of the acts listed below:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
(2) Willfully used force or violence upon the person of another, except in self-defense.
- b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
- c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
- d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco, or tobacco products.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
- l) Knowingly received stolen school property or private property.
- m) Possessed an imitation firearm.
- n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
- o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
- r) Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:
(1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:

- (A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
 - (B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
 - (C) Causing a reasonable pupil to experience substantial interference with his or her academic performance.
 - (D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.
- (2) (A) "Electronic act" means the transmission, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication.
- (i) A message, text, sound, or image.
 - (ii) A post on a social network Internet Web site including, but not limited to:
 - (I) Posting to or creating a burn page. "Burn page" means an Internet Web site created for the purpose of having one or more of the effects listed in paragraph (1).
 - (II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (III) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
- (B) Notwithstanding paragraph (1) and subparagraph (A), an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- (3) "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs
- s) Aided or abetted the infliction or attempted infliction of physical injury.
- E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.
- E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

- E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.
- E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
- E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

MANDATORY RECOMMENDATION FOR EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be in violation of Education Code 48915(a)(1), unless the principal determines that alternative means of correction would address the conduct.

- (a)(1)(A) Causing serious physical injury to another person, except in self-defense.
- (a)(1)(B) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(1)(C) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(1)(D) Robbery or extortion.
- (a)(1)(E) Assault or battery upon any school employee.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be in violation of Education Code 48915(c). Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts, which may involve the possession or sale of narcotics or of a controlled substance, or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION

Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

BULLYING

CALIFORNIA STATE LAW REGARDING BULLYING

Right to Safe Schools. All students and staff of public primary, elementary, junior high, senior high schools, and community colleges, colleges, and universities have the inalienable right to attend campuses which are safe, secure and peaceful.

AB 9 – Seth's Law

Requires schools to establish policies to prevent bullying and to address and be responsive to complaints about bullying.

- Requires school districts to include in its non-discrimination policy a detailed list where discrimination, harassment, intimidation, and bullying are prohibited under existing law—actual or perceived sexual orientation, gender, gender identity expression, race or ethnicity, nationality, religion, disability, or association with a person or group with one or more of these actual or perceived characteristics.
- Requires each school districts non-discrimination policy to describe the district's procedure for addressing discrimination and harassment complaints; and be publicized in places for student and parental access.
- School districts are to strengthen professional development curricula for teachers, school counselors, and administrators with instruction on identifying and stopping discrimination and harassment and creating a school-wide culture of inclusion and respect for differences.

AB 746 - Cyber bullying.

Existing law, the Interagency School Safety Demonstration Act of 1985, defines bullying as one or more acts of sexual harassment, hate violence, or intentional harassment, threats, or intimidation, directed against school district personnel or pupils, committed by a pupil or group of pupils. Under existing law, bullying, including bullying committed by means of an electronic act, as defined, is a ground on which suspension or expulsion may be based. This bill would specify that an electronic act for purposes of the act includes a post on a social network Internet Web site.

AB 1156 – Bullying In Schools

Redefines California anti-bullying law by expanding the definition of bullying and linking it to academic achievement. It will also strengthen policies and procedures to reduce bullying in schools and keep students safe.

- Requires training of school site personnel in the prevention of bullying
- Links bullying to academic achievement
- Gives victims of bullying priority for school transfer, if requested
- Encourages school districts and county offices of education to include policies and procedures on the prevention of bullying in the school safety plan

OXNARD SCHOOL DISTRICT BOARD POLICY 5131.2

Bullying

The Board of Trustees recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

Cyberbullying includes the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Strategies for bullying prevention and intervention shall be developed with involvement of key stakeholders in accordance with law, Board policy, and administrative regulation governing the development of comprehensive safety plans and shall be incorporated into such plans.

Bullying Prevention

To the extent possible, district and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and strategies to establish a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for perpetrators of bullying.

The district may provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies.

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias.

Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When appropriate, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators. He/she also may involve school counselors, mental health counselors, and/or law enforcement.

Complaints Procedures

The Board hereby designates the following position to handle complaints regarding bullying and inquiries regarding the district's bullying policies:

Assistant Superintendent, Human Resources and Support Services
1051 South A Street
Oxnard, CA 93030
(805) 385-1501 ext. 2050

Any student who feels that he/she has been subjected to bullying should immediately contact the Coordinator, the principal, or any other staff member. Any student or school employee who observes an incident of bullying should report the incident to the Coordinator or principal, whether or not the victim files a complaint.

Upon receiving a complaint of bullying, the Coordinator shall immediately investigate the complaint in accordance with site-level complaint procedures specified in AR 1312.3- Uniform Complaint Procedures.

The Superintendent or designee shall ensure that the student handbook clearly describes the district's bullying policy, procedures for filing a complaint regarding bullying, and the resources that are available to students who feel that they have been the victim of bullying. The district's policy may also be posted on the district website or any other location that is easily accessible to students.

When a student is reported to be engaging in bullying off campus, the Assistant Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.

When a student uses a social networking site or service to bully or harass another student, the Assistant Superintendent or designee shall file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

Discipline

Any student who engages in bullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion, in accordance with district policies and regulations. Alternative means of correction will be considered where appropriate, as required by Education Code section 48900.5

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Teachers are notified of dangerous pupils in confidence for the limited purposes of information.

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.

- (a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 or Section 48915 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.
- (b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.
- (c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision a is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.
- (d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.
- (e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

All staff has been properly trained of reporting sexual harassment of any kind to the administration. Training has been provided upon employment and yearly reviewed with staff.

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual

orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

All students at Marina West will be held to the Marina West dress code policy. California Education Code Title V, Section 302: A pupil who goes to school without proper attention having been given to personal cleanliness or neatness of dress, may be sent home to be properly prepared for school, or shall be required to prepare himself for the schoolroom before entering

The purpose of the dress code policy is to ensure a safe and secure environment in which to offer a quality education. School dress codes are regularly reviewed by the School Site Council and/or School Safety Committee following these board of education policies:

1. Shoes must be worn at all times. Flip-flops are not acceptable.
2. Clothing, jewelry, and personal items (hats, backpacks, fanny packs, gym bags, water bottles, etc.) shall be free of writing, pictures or any other insignia which are crude, vulgar, profane or sexually suggestive, which bear drug, alcohol or tobacco company advertising, promotions and likeness, which advocate racial, ethnic or religious prejudice or are affiliated with gangs.
3. Hats, caps and other head coverings shall not be worn indoors.
4. Clothes shall be sufficient to conceal undergarments at all times. See-through or fish-net fabrics, halter tops, spaghetti straps, off-the-shoulder or low-cut tops, bare midriffs and skirts or shorts shorter than mid-thigh are prohibited.
5. Hair shall be clean and neatly groomed. Hair may not be sprayed by any coloring that would drip when wet.
6. Metal accessories and jewelry that present a hazard to the health and safety are prohibited.
7. Students may not wear clothing or hairstyles that will be disruptive to the educational process.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

SCHOOL HOURS

The student day is from 8:15 am to 2:30 p.m. for students in grades 1-5. The school day for Transitional Kindergarten and Kindergarten students is from 8:15-1:37, with the exception of those students attending before or after school intervention classes or the After School Program. Parents dropping students off at school should be aware that supervision IS NOT available before 7:45 a.m. and after 2:40 p.m. unless student is in a school sponsored event. School office hours are 7:30 a.m. to 4:00 p.m.

- Once arriving at school, students are to immediately come onto the campus and move to the cafeteria, or designated quad area or tutoring class until the first bell at 8:13 a.m. At 8:13 a.m., all students are to proceed to line up on the playground. Under no circumstances are students to leave to pick up friends, go to locations other than the school campus, or loiter outside campus gates.

- Students not participating in after school activities are to leave campus immediately by being picked up by an adult, walking or riding a bus. Students waiting for rides home via automobile need to wait in the designated pickup area located in front of the school.

CLOSED CAMPUS

Marina West is a closed campus. All gates which provide access to classrooms and other rooms, except the main office, remain locked until 6:00 p.m. and during arrival and dismissal times. In the morning, there is one gate (by the office and Building 2) through which all students enter. This gate is supervised by school personnel. At 8:15, this gate is locked and students who are tardy must enter through the school office to receive a tardy slip. All visitors to the campus must come through the office to sign in and obtain a visitor's badge which they must wear for the duration of the time they are on campus. At dismissal, the 2 front gates (by the cafeteria and by building 200) are opened for students to exit. At 2:45 p.m., those gates are locked. Families of students in the After School Program must call the After School Program Director if their child needs to dismiss early. The walking gate (on the street) and the driveway gates remain open throughout the school day.

LEAVING EARLY

Students must stay on campus from the time of arrival in the morning, during lunch, and after school while waiting for the bus or to be picked up. Students may leave campus during school hours if parents or guardians or persons designated by parents or guardians come to pick them up from school. A written request from a parent or guardian must be submitted if someone other than the parent or someone on the emergency card is going to pick up a child. Persons picking up students during the school day must sign the student out in the front office. They must be at least 18 years of age and provide a valid ID. All students MUST be signed out in the office. No student will be dismissed with any person not listed on the Student Emergency Card. Under no circumstances should a student leave campus without permission. Any parent request for student not to use district transportation (bus) must call at least one hour prior to dismissal to ensure the student is not placed on the bus.

TARDY / LATE POLICY

Students must be at school by 8:15 a.m.

- If a student is late to class without an approved reason it is an unexcused tardy
- If a student is late in the morning (after 8:15 a.m.), he/she must report to the office for a late slip, and then quickly go to class.
- An "excused late" will be assigned when parents have called the school with a valid excuse, such as a doctor or dentist's appointment.
- Oversleeping, car trouble, dropping off another student, etc., are not valid reasons for an "excused late".
- Truant Tardy is when students arrive to school 30 minutes late or more without a valid excuse. Truant tardies become unexcused absences. When there are a certain number of unexcused absences, a student may be subject to the following: attendance letters will be sent to parents/guardians, an attendance conference will be held with school officials and the parents/guardians, the student may be placed on an attendance contract, or the family may be referred to SARB and receive a citation.

EXCUSED ABSENCES

These can only result from illness, medical/dental appointments, court appearances, religious reason, or death in the immediate family. All other absences are considered unexcused. When a student is absent, parents are expected to call the school (805-385 - 1554) or send an excusal note within 72 hours of the absence.

RETURNING AFTER AN ABSENCE

The parent/guardian can provide a dated note stating the reason for the absence, with student name, grade, teacher, date of absence, and parent/guardian signature.

TRUANCIES (UNEXCUSED ABSENCES)

The following are considered truancies:

1. Being absent from school without the knowledge and consent of the parent/school.
2. Leaving the school grounds during the day without permission.
3. Staying out of class without permission.

If a student is habitually late or absent from school, various measures may be taken, including referral to SARB (School Attendance Review Board). Truancy is a violation of the California Education Code and includes consequences ranging from requiring parents to attend parenting classes to fines levied to parents by the court.

In some cases of truancy, students will be assigned a consequence from school administration.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

Positive School Climate

Element:

A school-wide positive behavior support plan has been implemented.

Opportunity for Improvement:

The expectations for students and staff are reinforced on a daily basis.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Implement CHAMPS as a school-wide, positive behavior support program to maintain a safe and positive school environment.	Staff will receive training in order to properly implement the CHAMPS model.	Professional development provided by district.	Principal, Staff	Classroom observations and feedback from trained staff
Establish clear behavior expectations	Use of common terminology by all staff, implement the Shark Guidelines for Success and CHAMPS, consistently recognize desired behavior with Shark Bucks	Principal, Counselor, Outreach Consultant	Principal, Staff, PBIS Committee	Classroom and playground observation, tracking of discipline data, reduction of office referrals from previous school year.
Discipline and consequences will support student learning, the teaching of self-regulation skills, and the development of students who can become thoughtful, caring and responsible citizens.	Utilize positive behavior plans and contracts, academic and behavior assemblies	Principal, Staff, Counselor	Principal, Staff	Decrease the number of behavior referrals
Students with consistent and prevalent negative behaviors and needs will be referred for services and support through the SST system.	Refer students who require additional support through the SST process	Support staff (Psychologist, Outreach Consultant, School Counselor), Teaching staff, Administrator, Local agencies (City Impact, VCBH)	Principal, Staff	Reduction of referrals to SST for behavior concerns.
Implementation of PBIS as a school-wide, positive behavior support program to maintain a safe and positive school environment.	Provide opportunities for training and refreshers on the PBIS model.	Professional development provided by district.	Principal, Staff	Staff feedback and needs assessment conducted by PBIS Team
Create meaningful parent involvement	Involve parents in the school culture and provide opportunities for participation and feedback	Parent committees, parent workshops, family academic evenings, awards assemblies, school activities	Principal, Staff	Participation in parent committees, workshops, trainings, family academic nights, awards assemblies, school activities
Counselor provides students with social emotional support and social skills to assist with dealing with conflict	Counselor sets up small groups to support students in developing socialization skills	Counselor, District Behavior Specialist	Counselor, Principal, staff	Counselor will maintain documentation of students' social skills development and monitor growth in the social emotional areas.

Component:

Safe Physical Environment

Element:

Safe School Environment.

Opportunity for Improvement:

Input from stake holders.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Eliminate unauthorized visitors on campus.	All visitors must sign-in at the front office and obtain a visitor's badge. Gates must remain locked throughout the school day and After School Program hours. Open gates are monitored by school staff.	Staff, sign-in log, badges	Principal, Staff	Constant monitoring and observation by all staff
To ensure all students are released to authorized persons only.	All persons picking a student up from school during the school day, must be on the emergency card, at least 18 years of age provide a valid ID, and complete the sign out sheet.	Staff, sign out sheet, Emergency Cards or legal documents.	Principal	Constant monitoring and observation by office staff
To ensure orderly ingress and egress of students to campus	Create a path for students to enter and exit the campus safely and orderly.	Staff, maps, procedures	Principal, Staff	Parents/Guardians wait for their students(s) at designated areas
Safe drop and pick up of students	Conduct a consistent drop off procedure. Using designated gates for ingress and egress. Using designated drop-off lanes. Designated bus areas and personnel providing supervision.	Staff, Administrator	Principal, Staff	Safe ingress and egress.
Provide safe playground, buildings/classrooms, walkways	Maintain a safe and clean environment for staff, students, and visitors	OSD Facilities crew, Site Custodians, Campus Assistants	Principal	Increase safety and decrease accidental injuries

Component:

Disaster Preparedness

Element:

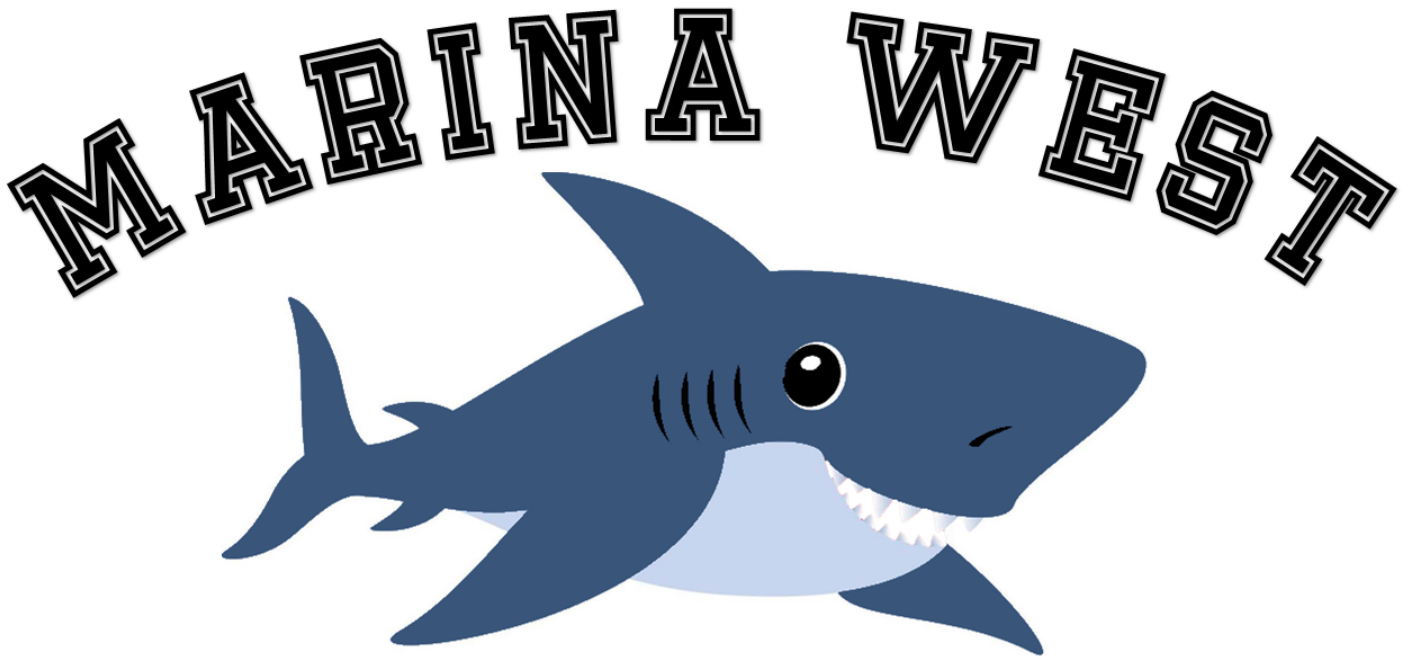
School Safety

Opportunity for Improvement:

Regular drills with debriefing opportunities

Objectives	Action Steps	Resources	Lead Person	Evaluation
Lockdown procedures are conducted appropriately using guidelines provided by Oxnard Police Department and Oxnard School District	Regularly carry out practice drills, debrief staff after drills to improve practice, update written procedures, communicate importance of drills to students.	Administration, staff, students, Comprehensive School Safety Plan	Principal	Lockdown drills with staff debrief
Regularly schedule safety drills	Calendar evacuation, earthquake, and lockdown safety drills. Debriefing staff after drills to improve practice.	Safety Plan	Principal, Staff	Drill record log
Keep inventory of emergency supplies ready for use in the classrooms (backpacks and toilet buckets) and emergency storage bins	Ensure emergency backpacks and storage bins have the necessary supplies	Safety Committee, Outreach Consultant	Principal, Safety Committee	Inventory of Supplies

Marina West Elementary School Student Conduct Code



At Marina West School, we believe all students deserve an education that incorporates a meaning centered, integrated curriculum, requiring critical thinking and the use of educational technology in a safe and nurturing learning environment. Our Goal is to provide a safe environment where students can be successful. The school rules and procedures were developed and adopted in accordance with California Education Code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas.

Guidelines for Success:

All students at Marina West will conduct themselves in a manner that is safe, responsible, respectful and be their best. We want our students to develop a sense of values and to become innovation, collaborative, problem solver, achiever, global thinker, digital learner and focused on the future.

BELIEFS

We believe our rules and procedures will:

- Provide a starting point for behavior and conduct expected.
- Provide a framework of expectations, rewards and consequences so we can be consistent and fair in disciplining students.
- Promote overall school safety and security for each student.
- Demonstrate our agreement and commitment to developing self-discipline and responsible youth.
- Provide opportunities for students and parents to participate with school faculty, staff and administration in ensuring the highest possible instructional climate.

School Compact:

Parent (Guardian) Section

I understand the importance of my child's education. Therefore, I agree to carry out the following responsibilities:

- Communicate with my child and his/her teachers regarding my child's education.
- Monitor my child's homework.
- Provide necessary materials and a quiet place for my child to do his/her homework.
- Send my child to school on-time and ready to learn.
- Volunteer my time to attend or participate in school programs.
- Assure that my child adheres to the school dress code policy.
- If my child is at risk of retention due to poor academic achievement, I will ensure that he/she attend intersession. After School tutoring and any other special help which is offered to them.

Student Section

I understand the importance of school and learning. Therefore, I agree to carry out the following responsibilities:

- Communicate with my teachers and parents regarding my education.
- Complete and return all my homework and class assignments on time.
- Be responsible for my actions.
- Arrive at school on time, ready and prepared to learn.
- Read at least 20 minutes each day.
- Be responsible for dressing according to the school dress code policy.

Teacher Section

I understand the importance of the school experience to every student and my role as educator and parent liaison. Therefore, I agree to carry out the following responsibilities:

- Communicate with students and parents (guardians) regarding school expectations, program information and each student's progress.
- Teach to the needs of each individual student encouraging academic and social growth.
- Provide a safe, positive and healthy learning environment.
- Assign regular homework only after the necessary concepts have been taught.
- Promote and attend school programs and functions.
- Communicate to students, parents, and administration when the dress code policy is not being

Administrator Section

I understand the importance of the school experience to every student and my role as educator and parent liaison. Therefore, I agree to carry out the following responsibilities:

- Communicate with students and parents (guardians) regarding school expectations, program information and each student's progress.
- Involve parents in the planning, review, and improvement of the school's parental involvement policy, in an organized, ongoing, and timely way.
- Provide a safe, positive and healthy learning environment.
- Involve parents in the joint development of any school wide program plan, in an organized, ongoing, and timely way.
- Promote and attend school programs and functions.
- Communicate to students, parents, and administration when the school rules or dress code policy is not being

School Rules and Expectations:

1. Be Safe. Students must not place themselves or others in a situation that can cause harm.
2. Be responsible. Students must strive to be responsible for their education and behavior.
3. Be Respectful. It is an expectation that students will treat others kindly and follow directions.
3. Be Your Best! This means having a positive mindset and be ready to learn. Students must come to school with all materials needed to be ready to learn.

Consequences/ Corrective Action:

1. Student to be counseled by appropriate staff for minor infractions.
2. Parent to be contacted by Teacher or other Staff personnel regarding rule violation. Possible Teacher/Parent conference scheduled.
3. Student referred to office for repeated (4 or more) minor offenses or for major violations as described in the School Discipline Referral.
4. Parent to be contacted by school administrator and a possible Administrator/Parent conference to follow.
5. Other means of correction listed may be assigned to student but not limited to: Restorative Justice, recess detention, after-school detention, or suspension.

Positive Reinforcements (School-Wide):

Attendance Award
Behavior Incentives.
Regular Communication by Teacher
Shark Guidelines for Success posters placed in common areas

Incentives Used to Promote Exemplary Student Behavior:

Trimester Incentive and Awards
Accelerated Reader Incentives
Teacher (classroom) Incentives

PHILOSOPHY

A student's education is dependent upon a "team" effort involving the student, parents and school personnel. Each member of the team has specific responsibilities which must be met if the educational experience is to have the greatest positive results. Students, parents and teachers are encouraged to maintain an ongoing dialogue about the standards for personal conduct in relation to life at school. We want to be an extraordinary place of safety and positive opportunity for everyone.

All school personnel work as a team to implement all rules and procedures throughout the school. Our site PBIS Committee will be working with all staff to ensure implementation of school-wide rules and procedures.

Evaluation and Feedback:

- Referral forms are turned in to report incidents and student discipline. Administration/or staff complete and return referrals with notes indicating what actions were taken.
- PBIS meetings are conducted to review procedures, discuss focus areas, and review teacher feedback forms they have received in regards to student behavior and / or concerns.

GENERAL

Education Code 44807: Every teacher in the public schools shall hold Pupils to a strict account for their conduct on the way to and from school, on the playgrounds, or during recess. A teacher, vice principal, principal, or any other certificated employee of a school district, shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of his duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning.

CONDUCT CODE PROCEDURES

The school rules and procedures were developed and adopted in accordance with California education code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas.

(J) Hate Crime Reporting Procedures and Policies

All employees are expected to report hate crimes to administration. Administration is then instructed to inform the district office risk management and/or pupil services office.

In order to create a safe learning environment for all students, the Board of Trustees desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual based on his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the teacher and Principal. Upon receiving such a complaint, the Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 - Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation. Students are expected to respect all others while on school grounds or while participating in school activities. Any student engaging in hate-motivated behavior will be subject to the school discipline policies in accordance with the district policies and guidelines.

Safety Plan Review, Evaluation and Amendment Procedures

A Safety Committee/PBIS is created each school year. The purpose of the committee is to review the Safety Plan on a continual basis and make any amendments which are deemed necessary in order to ensure that the highest standards are adhered to. The committee meets on an as needed basis and is made up of school staff. All changes are brought to the attention of the entire staff at staff meetings and through emails. The Safety Plan is also shared with stakeholders through School Site Council, English Learner Advisory Committee, and School Site Weekly meeting.. The Safety Plan is reviewed and approved by the School Site Council during a regular meeting no later than February and presented to the district for approval by the School District Board.

Comprehensive School Safety Plan SB 187 Compliance Document

2022-2023 School Year

School: Thurgood Marshall K-8 School
CDS Code: 56725380100362
District: Oxnard School District
Address: 2900 Thurgood Marshall Drive
 Oxnard, CA 93036
Date of Adoption: February 15, 2023
Date of Review: -with Staff
 October 13, 2022
 -with Law Enforcement
 January 2023
 -with Fire Authority
 January 2023

Reviewed by:

Name	Title	Signature	Date
Chantal Anderson Witherspoon	Principal	<i>Chantal A Witherspoon</i>	2/1/2023
Michel Haun	Assistant Principal	<i>[Signature]</i>	2/1/2023
Joleen Segura	Classified Representative/Safety Committee		
Jeanette Cortez Jeanette Cortez	School Site Council Chair	<i>Jeanette Cortez</i>	2/01/2023
Police Representative	Police Department Representative		
Fireman Representative	Fire Department Representative		

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Reviewed by:

Name	Title	Signature	Date
Chantal Anderson Witherspoon	Principal	<i>Chantal A Witherspoon</i>	2/1/2023
Michel Haun	Assistant Principal	<i>Michel Haun</i>	2/1/2023
Joleen Segura	Classified Representative/Safety Committee	<i>Joleen Segura</i>	2/6/2023
Jeanette Cortez Jeanette Cortez	School Site Council Chair	<i>Jeanette Cortez</i>	2/01/2023
Police Representative	Police Department Representative		
Fireman Representative	Fire Department Representative		

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Reviewed by:

Name	Title	Signature	Date
Chantal Anderson Witherspoon	Principal		
Michel Haun	Assistant Principal		
Joleen Segura	Classified Representative/Safety Committee		
Jeanette Cortez Jeanette Cortez	School Site Council Chair		
Police Representative <i>Lawrence Anderson</i>	Police Department Representative	<i>Lawrence Anderson</i>	2/6/23
Fireman Representative <i>SCOTT BREWER</i>	Fire Department Representative	<i>Scott Brewer</i>	1/30/23

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Senate Bill 187: Comprehensive School Safety Plan Purpose

Effective January 1, 2019, Assembly Bill 1747 (Rodriguez), School Safety Plans, became law. This bill requires that during the writing and development of the comprehensive school safety plan (CSSP), the school site council or safety committee consult with a fire department and other first responder entities in addition to currently required entities. It requires the CSSP and any updates made to the plan to be shared with the law enforcement agency, the fire department, and the other first responder entities.

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

- Assessment of school crime committed on school campuses and at school-related functions
- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy (electronic or paper) of the Comprehensive School Safety Plan is provided yearly to the following:

- School staff
- Parents
- After-school program staff
- Oxnard Police Department
- Oxnard Fire Department
- Early Childhood Education staff
- Volunteer Coaches

A copy of the Comprehensive School Safety Plan is available for review online at www.oxnardsd.org or in the Thurgood Marshall K-8 School's office.

COVID-19 PANDEMIC INFORMATION FOR 2022 – 2023 SCHOOL YEAR

For the most up-to-date information concerning our COVID-19 protocols, feel free to visit the following websites:

Oxnard School District @ www.oxnardsd.org

Ventura County Department of Public Health @ www.vhca.org
Center for Disease Control and Prevention @ www.cdc.gov

Safety Plan Vision

At Thurgood Marshall School, school safety is a number one priority. We work collaboratively to ensure safety for our school community. As part of our safe practices, we conduct regular emergency drills. Our Safety Committee, School Site Council, Leadership and entire staff commit to work together in partnership to monitor safe conditions.

We believe all stakeholders deserve a physically, emotionally, and mentally safe, secure, and positive learning environment through a caring, supportive staff, engaging curriculum, and training in order to accomplish the goals of high academic achievement and civic responsibilities.

Components of the Comprehensive School Safety Plan (EC 32281)

Thurgood Marshall K-8 School Safety Committee

Chantal Anderson Witherspoon-Principal
Michel Haun, Assistant Principal
Police Department Representative
Kelly Lopez, Special Education Teacher
Kerry Roman, Teacher
Tara Austin-Scott, Teacher
Joleen Segura, Classified/School Site Council Representative
Alicia Patron-LaFrance, Classified Staff
Scott Brewer, Emergency Manager for Oxnard

Assessment of School Safety

The Safety Committee reviewed and discussed safety procedures to be followed by our students and staff. Regular monthly drills prepare our staff and students to follow emergency routines. The district provided Thurgood Marshall with a large bin where we have placed and organized all of our emergency supplies. Each classroom has an emergency backpack that has supplies for them to be used in case of emergencies. Backpacks and emergency buckets are inventoried every year to ensure that each classroom has the correct materials.

Office referrals and suspension data are reviewed regularly with staff and the school community including School Site Council. Information about attendance rates as well as juvenile crime data and property damage are also reviewed. Information from the Panorama is shared with staff and presented to the PBIS committee in order to make improvements with safety and behavior on campus.

When allowed to be on campus, all parents that are on campus must have a visitor pass to identify all persons on campus.

Assessment of School Safety

- Risk Management from DO conducts a safety inspection of the campus each year. A report is submitted and necessary changes are made.
- The Lead custodian and the principal conduct a monthly safety inspection and submit a report to the DO.
- Any safety issues are reported by staff to the administration and the issues are handled by the lead custodian or through work orders to the district office.
- The Safety Committee review and discuss procedures to be followed by staff and students during emergencies.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

The following strategies and programs are consistent with California educational code 32281 and reflect the school's commitment to safety within the following areas:

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

GENERAL

As stated in the Board Policy (BP 5141.4), "District employees shall report known or suspected incidence of child abuse in accordance with district regulations and state law. Employees shall fully cooperate with the child protective agencies responsible for reporting, investigating and prosecuting cases of child abuse."

When an employee suspects child abuse, the employee shall immediately meet and discuss the situation with a school counselor or an administrator. Information will be noted (name of person making report, name of child, present location of child, nature and extent of injury, and all other pertinent information.) At that time the counselor or administrator will assist the employee in making a call to Children and Family Services (654-3200) or the local Police Department (Oxnard 385-7600, Sheriff's Dept. 654-2311). The

counselor or administrator will make note of time, date and name of official contacted. The employee will then complete and mail the required written report to the local Children and Family services agency. The counselor or assistant principal will notify the principal.

Employees (mandated reporters) have absolute immunity and are not liable for filing a required report. If a mandated reporter does not wish to disclose his/her identity to a district administrator, he/she shall at least provide or mail a copy of the written report to the district without his/her signature or name after making the required call to Children and Family Services or appropriate law enforcement agency. Mandated reports of sexual activity must be reported to either the Department of Children and Family Services (DCFS) or to the appropriate police jurisdiction. This information will then be cross-reported to the other legal agency.

School manager either mails or faxes over the completed abuse form to CFS within 36 hours of the report. School office manager gives a copy to principal and to the Oxnard School District Superintendent.

SEXUAL ACTIVITY

Child abuse laws change from time to time. Should you suspect that a student is engaged in unlawful sexual activity, please consult with the school social worker and campus officer to determine if particular provisions under this section are current and in effect.

- a. Involuntary sexual activity is always reportable.
- b. Incest, even if voluntary, is always reportable. Incest is a marriage or act of intercourse between parents and children; ancestors and descendants of every degree; brothers and sisters of half and whole blood and uncles and nieces or aunts and nephews. (Family Code §2200).
- c. Voluntary Sexual Activity may or may not be reportable. Even if the behavior is voluntary, there are circumstances where the behavior is abusive, either by Penal Code definition or because of an exploitative relationship, then this behavior must be reported. If there is reasonable suspicion of sexual abuse prior to the consensual activity, the abuse must be reported.

Reportable Sexual Activity if a Child is 14 Years of Age and:

- a. Partner is younger than 14 years old, but there is a disparity in chronological or maturational age or indications of intimidation, coercion or bribery or other indications of an exploitative relationship.
- b. Partner is 14 years or older lewd & lascivious acts committed by a partner of any age partner is alleged spouse and over 14 years of age.

Reportable Sexual Activity if the Child is 14 or 15 years and:

- a. There is unlawful sexual intercourse with a partner older than 14 but less than 21 years of age and there is no indication of abuse or evidence of an exploitative relationship. There is unlawful sexual intercourse with a partner older than 21 years
- b. There is lewd and lascivious acts committed by a partner more than 10 years older than the child is.
- c. The partner is the alleged spouse and over 21 years of age

Reportable Sexual Activity if the Child is 16 or 17 years and:

- a. The partner is less than 14 years of age
- b. There is unlawful sexual intercourse with a partner older than 14 and there is evidence of an exploitative relationship
- c. The partner is the alleged spouse and there is evidence of an exploitative relationship

Reportable Sexual Activity if the Child is under 18 years:

- a. Sodomy, oral copulation, penetration of a genital or anal opening by a foreign object, even if consensual, with a partner of any age.

Not Reportable Sexual Activity:

- a. Child is 14 years or younger and partner is younger than 14 years and of similar age or maturational age. Sexual behavior is voluntary and consensual. There are no indications of intimidation, coercion, bribery, or other indications of an exploitative relationship.
- b. Unlawful sexual intercourse of a child 14 to 15-years old with a partner older than 14 and less than 21 years of age and there is no indication of abuse or evidence of an exploitative relationship.
- c. Unlawful sexual intercourse with a child 16 or 17 years with a partner older than 14 and there is no indication of an exploitative relationship.

Mandated reports of sexual activity must be reported to either the Department of Children and Family Services (DCFS) or to the appropriate police jurisdiction. This information will then be cross-reported to the other legal agency.

STAFF TRAINING

All Oxnard School District staff who work with students are trained annually in regard to child abuse. New employees are trained upon being hired. Employees receive training on their legal obligation under law regarding mandated reporting. Employees also receive training to recognize signs and symptoms of child abuse.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

GENERAL

This Plan addresses the Oxnard School District's responsibilities in emergencies associated with natural disaster, human-caused emergencies and technological incidents. It provides a framework for coordination of response and recovery efforts within the District in coordination and with local, State, and Federal agencies. The Plan establishes an emergency organization to direct and control operations at all sites during a period of emergency by assigning responsibilities to specific personnel. This Plan:

- Conforms to the Federally mandated National Incident Management System (NIMS), State mandated Standardized Emergency Management System (SEMS) and effectively restructures emergency response at all levels in compliance with the Incident Command System (ICS).
- Establishes response policies and procedures, providing Oxnard School District clear guidance for planning purposes.
- Describes and details procedural steps necessary to protect lives and property.
- Outlines coordination requirements.
- Provides a basis for unified training and response exercises to ensure compliance.

OBJECTIVES

- Protect the safety and welfare of students, employees and staff.
- Provide for a safe and coordinated response to emergencies.
- Protect the District's facilities and properties.
- Enable the District to restore normal conditions with minimal confusion in the shortest time possible.
- Provide for interface and coordination between sites and the District Emergency Operations Center (EOC).
- Provide for interface and coordination between sites and the County or city EOC in which they reside.
- Provide for the orderly conversion of pre-designated District sites to American Red Cross shelters, when necessary.

Schools are required by both federal statute and state regulation to be available for shelters following a disaster. The American Red Cross (ARC) has access to schools in damaged areas to set up their mass care facilities, and local governments have a right to use schools for the same purposes. This requires close cooperation between school officials and ARC or local government Representatives, and should be planned and arranged for in advance.

In an Emergency Building Evacuation, all employees will:

- Upon emergency alert, secure work area and depart/report to assigned area.
- Perform duties as pre-assigned by the Principal in cooperation with emergency services personnel.
- DO NOT re-enter the building without permission or request of emergency service authorities.
- Remain in the general assembly areas and calm students if not assigned another duty.
- When signaled to re-enter safe areas of the school, quickly do so.
- Upon safe re-entry, report anything amiss to the Operations Chief.

In an Emergency Building Evacuation, teachers will also:

- Upon alert, assemble students for evacuation using designated routes and account for all students.
- Secure room.
- If possible, leave a note on the door advising where the class evacuated to if other than the standard assembly area.
- Upon arrival at the assembly area, account for all students.
- Secure medical treatment for injured students.
- Report any students missing or left behind because of serious injuries.
- Stay with and calm students.
- If signaled to re-enter school, assure students do so quickly and calmly.
- Account for all students.
- Check room and report anything amiss to the Team Leader and/or Operations Chief.
- Debrief students to calm fears about the evacuation.

In an Emergency Campus Evacuation:

If it is necessary to evacuate the entire campus to another school or relief center, the Principal will:

- Notify the Superintendent of the Campus Evacuation.
- Cooperate with emergency authorities in enlisting students/staff with cars to help transport evacuees.
- Direct the evacuation, assure all students/staff are accounted for as they depart and arrive.

Dismissal of students from the school shall be governed by the emergency procedures outlined in this procedure guide and consistent with the Initial Response System. However, this policy does not preclude the exercise of professional judgment by an administrator when the circumstances of the situation indicate dismissal to be in the best interest of the student.

- Each teacher MUST KEEP THE REGISTER OR ENROLLMENT SHEET OF PUPILS READILY AVAILABLE AT ALL TIMES. The teacher will remain with students until directed otherwise.
- In the absence of orders from the superintendent, each school principal is authorized and directed to implement plans as described herein or take such other action as may be necessary to save lives and mitigate the effects of disasters.
- During an emergency period or condition created by disaster, occurrence students may only be released to parent, guardian or other adult specified on the Emergency Data Card. THERE SHALL BE NO EXCEPTIONS TO THIS POLICY.

Emergency Announcements will be provided on the following radio stations:

AM Radio Stations:

KTNQ-AM 1020 "Univision America" Spanish
KNX-AM 1070 "KNX 1070 Newsradio"
KUNX-AM 1400 "La Super X" Spanish
KKZZ-AM 1520 "La Voz" Spanish
KVTA- AM 1590 "Ventura's Talk Authority"

FM Radio Stations:

KCRU-FM 89.1 "Public Radio for Southern California"
KIND-FM 94.1 "Radio Indigena 94.1" Spanish / Mixteco
KXLM-FM 102.9 "Radio Lazer 102.9 FM" Spanish

CALIFORNIA EMERGENCY SERVICES ACT (CHAPTER 7, DIVISION 1, TITLE 2, CALIFORNIA GOVERNMENT CODE)

The Act provides the basic authorities for conducting emergency operations following a proclamation of Local Emergency, State of Emergency, or State of War Emergency by the Governor and/or appropriate local authorities, consistent with the provisions of this Act.

CALIFORNIA GOVERNMENT CODE, SECTION 3100, TITLE 1, DIVISION 4, CHAPTER 4.

States that public employees are disaster service workers, subject to such disaster service activities as may be assigned to them by their superiors or by law. The term "public employees" includes all persons employed by the state or any county, city, city and county, state agency or public district, excluding aliens legally employed.

The law applies to public school employees in the following cases:

- When a local emergency is proclaimed.
- When a state of emergency is proclaimed.
- When a federal disaster declaration is made.

The law has two ramifications for School District employees:

1. It is likely that public school employees are pressed into service as Disaster Service Workers by their superiors, and may be asked to do jobs other than their usual duties for periods exceeding their normal working hours.
2. When pressed into disaster service, employees' Workers' Compensation Coverage becomes the responsibility of state government (OES), but their overtime pay is paid by the school. These circumstances apply only when a local or state emergency is declared. States that (the Governor's Office of Emergency Services has stated) inadequately trained school staff render school officials potentially liable for acts committed or omitted by school staff acting within the scope of their training during or after a disaster. (Sub Sections 835-840.6). It requires that school districts be prepared to respond to emergencies using SEMS. (Section 8607, the Petris Bill).

CALIFORNIA CIVIL CODE, CHAPTER 9, SECTION 1799.102

It provides for "Good Samaritan Liability" for those providing emergency care at the scene of an emergency. ("No person, who, in good faith and not for compensation, renders emergency care at the scene of an emergency, shall be liable for any civil damages resulting from any act or omission. The scene of an emergency shall not include emergency departments and other places where medical care is usually offered.")

PUBLIC AGENCY USE OF SCHOOL BUILDINGS FOR EMERGENCY SHELTERS

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

AFTER SCHOOL PROGRAM

The after-school program staff is trained annually in regard to disaster response. The District maintains a full-time After School Program Manager, who oversees safety training and disaster preparedness for the program. The After School Program Manager ensures that the following safety components are addressed within the after-school program environment:

- Elements of a safe and orderly environment
- Emergency evacuation procedures
- Student release procedures
- Incident Command Team responsibilities
- Child abuse reporting
- Rules, expectations and consequences
- Non-discrimination and harassment reporting

TRAINING

All staff are trained annually in regard to disaster procedures within the Comprehensive School Safety Plan and the District's Emergency Operations Plan. The school conducts monthly safety drills for fire and earthquake. The school also conducts a lockdown security drill at a minimum of once yearly within the first month of school under the direction of the School Resource Officer.

FOR DISASTER PLAN PROTOCOLS AND PROCEDURES (SEE APPENDICES).

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

The Oxnard School District Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5)

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to himself/herself or others. (Education Code 48915)

The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be specified in administrative regulation.

Suspended or expelled students shall be excluded from all school-related extracurricular activities during the suspension or expulsion.

STUDENT DUE PROCESS

The board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in administrative regulation and law. (Education Code 48911, 48915, 48915.5)

ALTERNATIVES TO SUSPENSION / OPTIONS

All schools within the Oxnard School District may establish a suspension program, which involves progressive discipline during the school day on campus, conferences, detention, student study team, referral to support services staff and/or other resources including District.

REQUIRED PARENTAL ATTENDANCE

The teacher of the class from which the student was suspended may require the parent/caregiver to attend a portion of a school day in the classroom in coordination with the principal and in accordance with all related policies/regulations for implementing this school suspension option.

DEFINITIONS

Suspension from school means removal of a student from ongoing instruction for adjustment purposes.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision of school personnel.

NOTICE OF REGULATIONS

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Education Code 35291.5, 48900.1, 48980)

Notification shall include information about the availability of individual school rules and all district policies and regulations pertaining to student discipline. (Education Code 35291)

GROUNDINGS FOR SUSPENSION AND EXPULSION

Students may be subject to suspension or expulsion for committing any of the acts listed below:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
(2) Willfully used force or violence upon the person of another, except in self-defense.
- b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
- c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
- d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco, or tobacco products.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
- l) Knowingly received stolen school property or private property.
- m) Possessed an imitation firearm.
- n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
- o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
- r) Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:
 - (1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:
 - (A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
 - (B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
 - (C) Causing a reasonable pupil to experience substantial interference with his or her academic performance.
 - (D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.

(2) (A) "Electronic act" means the transmission, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication.

(i) A message, text, sound, or image.

(ii) A post on a social network Internet Web site including, but not limited to:

- (I) Posting to or creating a burn page. "Burn page" means an Internet Web site created for the purpose of having one or more of the effects listed in paragraph (1).
- (II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
- (III) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

(B) Notwithstanding paragraph (1) and subparagraph (A), an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

(3) "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs

s) Aided or abetted the infliction or attempted infliction of physical injury.

E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.

E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.

E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.

E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

MANDATORY RECOMMENDATION FOR EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be in violation of Education Code 48915(a)(1), unless the principal determines that alternative means of correction would address the conduct.

(a)(1)(A) Causing serious physical injury to another person, except in self-defense.

(a)(1)(B) Possession of a knife, or other dangerous object of no reasonable use to the pupil.

(a)(1)(C) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).

(a)(1)(D) Robbery or extortion.

(a)(1)(E) Assault or battery upon any school employee.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be in violation of Education Code 48915(c). Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))

2. Brandishing a knife as defined in Education Code 48915(g) at another person.

3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.

4. Committing or attempting to commit a sexual assault.

5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts, which may involve the possession or sale of narcotics or of a controlled substance, or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student’s suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL’S DISCRETION IN RECOMMENDING EXPULSION

Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has “latitude of choice within certain legal bounds.” When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

BULLYING

CALIFORNIA STATE LAW REGARDING BULLYING

Right to Safe Schools. All students and staff of public primary, elementary, junior high, senior high schools, and community colleges, colleges, and universities have the inalienable right to attend campuses which are safe, secure and peaceful.

AB 9 – Seth’s Law

Requires schools to establish policies to prevent bullying and to address and be responsive to complaints about bullying.

- Requires school districts to include in its non-discrimination policy a detailed list where discrimination, harassment, intimidation, and bullying are prohibited under existing law—actual or perceived sexual orientation, gender, gender identity expression, race or ethnicity, nationality, religion, disability, or association with a person or group with one or more of these actual or perceived characteristics.
- Requires each school districts non-discrimination policy to describe the district’s procedure for addressing discrimination and harassment complaints; and be publicized in places for student and parental access.
- School districts are to strengthen professional development curricula for teachers, school counselors, and administrators with instruction on identifying and stopping discrimination and harassment and creating a school-wide culture of inclusion and respect for differences.

AB 746 - Cyber bullying.

Existing law, the Interagency School Safety Demonstration Act of 1985, defines bullying as one or more acts of sexual harassment, hate violence, or intentional harassment, threats, or intimidation, directed against school district personnel or pupils, committed by a pupil or group of pupils. Under existing law, bullying, including bullying committed by means of an electronic act, as defined, is a ground on which suspension or expulsion may be based. This bill would specify that an electronic act for purposes of the act includes a post on a social network Internet Web site.

AB 1156 – Bullying In Schools

Redefines California anti-bullying law by expanding the definition of bullying and linking it to academic achievement. It will also strengthen policies and procedures to reduce bullying in schools and keep students safe.

- Requires training of school site personnel in the prevention of bullying
- Links bullying to academic achievement
- Gives victims of bullying priority for school transfer, if requested
- Encourages school districts and county offices of education to include policies and procedures on the prevention of bullying in the school safety plan

OXNARD SCHOOL DISTRICT BOARD POLICY 5131.2

Bullying

The Board of Trustees recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

Cyberbullying includes the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Strategies for bullying prevention and intervention shall be developed with involvement of key stakeholders in accordance with law, Board policy, and administrative regulation governing the development of comprehensive safety plans and shall be incorporated into such plans.

Bullying Prevention

To the extent possible, district and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and strategies to establish a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for perpetrators of bullying.

The district may provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies.

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias.

Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When appropriate, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators. He/she also may involve school counselors, mental health counselors, and/or law enforcement.

Complaints Procedures

The Board hereby designates the following position to handle complaints regarding bullying and inquiries regarding the district's bullying policies:

Assistant Superintendent, Human Resources and Support Services

1051 South A Street

Oxnard, CA 93030

(805) 385-1501 ext. 2050

Any student who feels that he/she has been subjected to bullying should immediately contact the Coordinator, the principal, or any other staff member. Any student or school employee who observes an incident of bullying should report the incident to the Coordinator or principal, whether or not the victim files a complaint.

Upon receiving a complaint of bullying, the Coordinator shall immediately investigate the complaint in accordance with site-level complaint procedures specified in AR 1312.3- Uniform Complaint Procedures.

The Superintendent or designee shall ensure that the student handbook clearly describes the district's bullying policy, procedures for filing a complaint regarding bullying, and the resources that are available to students who feel that they have been the victim of bullying. The district's policy may also be posted on the district website or any other location that is easily accessible to students.

When a student is reported to be engaging in bullying off campus, the Assistant Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.

When a student uses a social networking site or service to bully or harass another student, the Assistant Superintendent or designee shall file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

Discipline

Any student who engages in bullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion, in accordance with district policies and regulations. Alternative means of correction will be considered where appropriate, as required by Education Code section 48900.5

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.

- (a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 or Section 48915 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.
- (b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.
- (c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision a is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.
- (d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.
- (e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational

environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

Gang related apparel is defined as apparel that reasonably can determine to threaten the health and safety of the school environment if it were worn or displayed on a school campus

California Education Code Title V, Section 302: A pupil who goes to school without proper attention having been given to personal cleanliness or neatness of dress, may be sent home to be properly prepared for school, or shall be required to prepare himself for the schoolroom before entering.

The purpose of the dress standard shall be to ensure a safe and secure environment in which to offer a quality education. All students at Thurgood Marshall will be held to the Thurgood Marshall dress code policy. Students who violate the dress code policy will be requested to fix inappropriate clothing by changing into appropriate clothing. Students can call parents or guardians to bring appropriate clothing to school and change, to adhere to the school's dress code policy.

The school dress codes are regularly reviewed by the School Site Council and/or the School Safety Committee following the board education policies.

- All clothing shall be neat, clean, and acceptable appearance and shall be worn within the bounds of decency as appropriate for school.
- Students may not wear clothing or hairstyles that will be disruptive to the educational process.
- Attire that expresses racial, ethnic, sexual, or religious disrespect is not allowed at Thurgood Marshall.
- Displays or promotion of alcohol, tobacco, or drugs are also unacceptable.
- Gang attire: black shorts and long white socks are not allowed.
- Spiked jewelry, safety pins, wallet chains, wheelie shoes and other items that present a safety hazard are prohibited.
- Cell phones must be turned off and in backpack during school hours.
- Oversized clothing is inappropriate and must not create a safety hazard during physical activity. Pants must be worn, so underwear does not show.
- Shirts/blouses/tops and dresses must cover the stomach, the chest, and underwear at all times.
- Strapless, spaghetti straps(less than one inch), and low cut shirts are not allowed.
- Close-toed shoes need to worn by all students every day.
- Hats, caps, hoods, and sun visors may be worn outside for protection from the sun.
- Professional sports team attire is not allowed.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

Thurgood Marshall continues to assess our needs in regard to Safe Ingress and Egress. We have added traffic control signs on the major crosswalks in front of our school. Bushes were removed from the parking area to create better visibility for the pick and drop off of students. Our campus supervisors/crossing guards have large-stop signs and neon vests in order to improve the safety of our students, parents, and staff while entering and exiting the parking lot on foot.

We have a closed campus meaning that no adult is allowed to go past the lobby unless they have previously signed in at the main office and received a visitor's badge. Parents who drop off or pick up their children must wait in the lobby or in front of the school.

School Hours

- The regular student day is from 8:30 am to 2:45 pm for students from grades 1-5. The regular school day for kindergarten students is from 8:30 am to 1:52 pm. The regular school day for middle school students in grades 6-8 is 8:15 am to 2:49 pm (with the exception of attending before or after school. Minimum Days: 12:15 pm for K-5, 12:03 pm for grades 6-8. For the 2022-2023 school year, Wednesdays are Early Release days, and the schedule is as follows: Grade: Kinder: 8:30am-12:52pm, Grades 1-5 8:30am-1:45pm, Grades 6-8 8:15am-1:49am.
- Upon arriving at school, students are to immediately come onto campus by back gates or front doors.
- Students are not allowed to loiter outside campus gates.
- Students not participating in after-school activities are to leave campus immediately by walking or riding the bus.
- There are crossing guards at the Thurgood Marshall crosswalks at the front of the school.
- Parents dropping off students at school should be aware that there is no supervision available before 7:45 am for grades 6-8 and 8:00 am for grades TK-5.
- Students enter through the front gate upon arrival and leave through the front doors during dismissal times. Bus riders arrive in the front of the school and exit at the back gate during dismissal.

Closed Campus

- All gates which provide access to the classrooms and other rooms, except the main office, remain locked during regular school hours.
- Staff continuously monitors the safety of all students upon arrival and dismissal from school, including at the bus stops, and throughout the school day, following established routines and procedures.
- All visitors to the campus must check in at the office, sign in, and obtain a visitor's pass/badge.

Leaving Early

- Students may leave campus, prior to dismissal; if parents, guardians, or persons designated by parents/guardians (and are on the emergency card) pick up students from school.
- Persons picking up students during the day must present a valid ID, be 18 years of age, note the emergency contact information, and sign the student(s) out in the office.

Tardy/Late Policy

School begins at 8:15 for grades 6-8 and 8:30 for TK-5th grade

- If the student arrives after the bell, the student must check into the office prior to going into the classroom. The student will receive an excused/unexcused tardy slip then will be directed to go to the classroom.
- A truant tardy will be marked when the student arrives 30 minutes or more after the school's start time, without a valid excuse.

Excused Absences

- When a student is absent, the Parent or Guardian needs to notify the school through a written note or phone call to the office within 72 hours of the absence.
- Excused absences include illness, medical/dental appointments, court appearances (for students), religious observations, or death of an immediate family member.

Truancies

The following are considered truancies:

1. Being absent from school without the knowledge and consent of the parent/guardian/school.
2. Leaving the school grounds during the day without permission.
3. Staying out of class without permission.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

Positive School Climate

Element:

School-wide Positive Behavior Support

Opportunity for Improvement:

Work together to develop school wide understanding of Tier 1, Tier 2 and Tier 3 in terms of student behaviors

Use Office Referrals and Q to document student behaviors.

Continue Staff Training in CHAMPS.

Work towards full implementation of CHAMPS school wide.

Improve student attendance.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Revise and implement a comprehensive Schoolwide Positive Behavior Support Plan	<ol style="list-style-type: none"> 1. Continue Staff Training in CHAMPS as basis for shared student behavior guidelines 2. Staff Training in MTSS 3. Survey on implementation of MTSS at Marshall 4. PBIS Committee works towards full implementation of our school wide plan for shared student behavior guidelines. 5. Develop a school wide positive behavior reward. 6. Use scheduled data meetings to identify and review students who need extra support. 7. Use Office Referrals to monitor student behavior, student need, and as a communication tool with staff 8. Use of Marshall Wellness Corner to promote positive relationship building 9. CHAMPS Bucks for students to get positive reinforcement 	<p>CHAMPS for Common Areas</p> <p>In-house tools for referrals and follow up</p> <p>Office support</p> <p>Past practices and guidelines</p> <p>Use of "Safe and Civil Schools" by Randy Sprick Paw Pad</p> <p>OSD Training (i.e. STOIC)</p>	<p>Principal Assistant Principal Outreach Coordinator (ORC) Counselor Teachers</p>	<p>Office Reports Teacher Reports Student Behavior Committee Leadership Team Team Meetings</p>
Train Campus Assistants and After School Program (ASP) staff in Schoolwide Positive Support System.	<ol style="list-style-type: none"> 1. Hold bi-weekly meetings with Campus Assistants 2. Refine Playground Duty Assignments 3. Integrate CHAMPS into systems and responses 4. CHAMPS common areas of school 5. Review how STOIC/CHAMPS is being used in classrooms 	<p>District training</p> <p>Ongoing training and monitoring</p>	<p>Principal Assistant Principal Counselor ORC Campus Assistants Teachers ASP Staff</p>	<p>Discussion in meetings; monitoring by Principal</p>

Objectives	Action Steps	Resources	Lead Person	Evaluation
Monitor student attendance.	<ol style="list-style-type: none"> 1. Review monthly attendance reports. 2. Promote positive attendance through school wide incentives. 3. Use SARB process to meet with parents and reduce chronic absences 	<p>Use ADA reports</p> <p>Use SARB forms and procedures</p> <p>Student incentives</p>	Principal Assistant Principal ORC Attendance Clerk	Monthly and yearly attendance reports
Communicate student behavior plan and procedures to all stakeholders.	<ol style="list-style-type: none"> 1. Parent meetings to discuss positive behavior student plan and school behavior expectations. 2. Post School Safety Plan on the web. 3. Train staff in duties and procedures for monitoring student behavior. 	<p>School Safety Plan</p> <p>School wide behavior expectations</p> <p>CHAMPS guidelines</p>	Principal Assistant Principal Counselor Oxnard PD	Discussion, surveys
<p>Share results of the Panorama Survey with staff and parents.</p> <p>Use data to plan student supports in areas in need of improvement.</p>	<ol style="list-style-type: none"> 1. Make survey results accessible to staff and parents. 2. Discuss trends. 3. Allocate resources to strengthen areas of weakness. 4. Analyze 	Panorama Survey	Principal Counselor Assistant Principal	Discussion, surveys Positive Student Behavior Committee review
Share with staff and parents on topics of juvenile crime, property damage data, internet safety, drug awareness and other topics related to student safety and the law.	<ol style="list-style-type: none"> 1. Hold parent informational meetings about drug prevention. 2. Public Service Announcements regarding Fentanyl use. 	Ventura County Behavioral Health Brite	School Counselor ORC Principal Assistant Principal	Parent surveys on topics for training.

Component:

School's Safe Physical Environment

Element:

Safe School Environment

Opportunity for Improvement:

Follow up on work orders

Increase staff capacity to respond to an emergency

Objectives	Action Steps	Resources	Lead Person	Evaluation
<p>Ensure the facility is free from hazards. Ensure that facility is safe for occupants and for appropriate use.</p>	<ol style="list-style-type: none"> 1. Conduct monthly walk through to check for facility conditions. 2. Conduct walk through in Fall with Oxnard PD to check for safety. 3. Conduct walk through with Risk Management at beginning of school year. 4. Submit and monitor facility work orders. 5. Follow up on progress of work orders. 	<p>Checklists</p> <p>Work orders</p> <p>Follow up on work orders</p>	<p>Principal Assistant Principal Lead Custodian Office Manager</p>	<p>Walk through reports Completion of Work Orders</p>
<p>Include stakeholders in development of School Safety Plan</p>	<ol style="list-style-type: none"> 1. Develop and present plan with Safety Committee 2. Report to School Site Council and receive their input and approval. 3. Receive approval from Safety Committee 4. Share with Leadership for input and discussion 5. Share plan with other advisory and parent groups such as ELAC and PTA 	<p>Summary of plan Description of actions and procedures in an emergency</p>	<p>Principal Assistant Principal</p>	<p>Input from Discussions Input from Safety Committee Approval from School Site Council</p>
<p>Share plan monitoring with stakeholders</p>	<ol style="list-style-type: none"> 1. Share with Safety Committee and Leadership. 2. Share with Staff and parent groups. 3. Monitor and adjust plan, following suggestions of stakeholders. 	<p>School Safety Plan</p>	<p>Principal Assistant Principal</p>	<p>Surveys Agendas</p>

Objectives	Action Steps	Resources	Lead Person	Evaluation
Share approved Safety Plan with all stakeholders	<ol style="list-style-type: none"> 1. School website 2. Digital copies to all staff 3. Student behavior (discipline) guidelines disseminated to all staff 4. Share plan with all Staff through meetings and informational handouts 5. Specific disaster preparedness information to all staff in printed form 6. Share approved School Safety Plan with advisory and parent groups such as ELAC and PTA 	<p>School Safety Plan</p> <p>Oxnard PD</p>	Principal Assistant Principal	<p>Informal and formal Surveys</p> <p>Agendas</p> <p>Review by Positive Student Behavior Committee</p> <p>Review and Monitoring by Safety Committee</p> <p>Review by Leadership</p> <p>Review by School Site Council</p>
Build staff capacity to respond to an emergency	<ol style="list-style-type: none"> 1. Train staff in procedures and roles. 2. Debrief after drills. 3. Use information from debriefing to improve our response capacity 4. Maintain NCPI trained staff to respond to student behavior emergencies 	<p>School Safety Plan</p> <p>NCPI Training</p>	Principal Assistant Principal Identified Support Staff Counselor Oxnard PD	<p>Debrief after emergency drills.</p> <p>Use debriefing data to improve response.</p>
Ensure emergency operations plan is easily implemented	<ol style="list-style-type: none"> 1. Hold monthly disaster drills (fire) or earthquake drills 2. Lockdown drill once a year 3. Disaster drill once a year 2. Train staff and teachers on their responsibilities and stations during a disaster. 	<p>Safety Plan Tree</p> <p>Duty descriptions for each assignment raining for Emergency Procedure</p>	Principal Assistant Principal Safety Committee Oxnard PD	<p>Staff Debriefing</p> <p>Staff and Safety Committee evaluation</p> <p>Leadership</p>

Component:

Disaster Preparedness

Element:

School Safety

Opportunity for Improvement:

Continuous training

Increase practice of emergency preparedness routines

Objectives	Action Steps	Resources	Lead Person	Evaluation
Staff and students will know how to respond in case of an emergency. Maintain safe and secure physical plant.	<ol style="list-style-type: none"> 1. Keep Staff aware of procedures with reminders. 2. Conduct monthly drills. 3. Promote awareness of correct emergency responses through staff training. 4. Review key procedures to protect access. 	Safe School Plan OSD Board Policy Ed Code	Principal Assistant Principal Oxnard PD Office Manager	Safe School Committee School Site Council Leadership Committee Principal School Resource Officer
Communicate Safety Plans to community.	<ol style="list-style-type: none"> 1. Disseminate safe school plan to all stakeholders via parent meetings. 2. Review Safety at parent meetings 	Safe School Plan Other Community Resources from Oxnard PD, Fire Department, OSD Pupil Services	Principal Assistant Principal	Agendas of Parent Meetings Front Office Principal
Increase school wide understanding of Emergency Response	<ol style="list-style-type: none"> 1. Fire Department training on on emergency preparedness. 2. Assess physical needs of classrooms related to Lockdown procedures 3. Fire Department to do a home safety preparedness training for parents. 4. Monthly emergency drills. 	Local Fire Department Checklists for window coverings Key and access procedures	Principal Assistant Principal	Safe School Committee Principal Head Custodian

Implement and monitor Emergency Procedures	1.Parent meetings to discuss school safety plan 2.Post School Safety Plan on web 3.Train staff in duties and procedures 4.Create folders for emergency response positions 5.Include Emergency procedures with exits in SUB plans. 6. Post Emergency exit routes near doors. 7. Utilize magnetic door lock devices.	Safe School Plan	Principal Assistant Principal	Safety Committee Staff Debriefing after Drills School Site Council Leadership Committee
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(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Thurgood Marshall K-8 School Student Conduct Code

Purpose

The School Rules and Procedures were developed and adopted in accordance with California Education Code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety.

Goals

We are working towards the full implementation of CHAMPS as a basis for positive student behavior support.

Staff is being trained.

Refreshers on training will be offered.

Support staff have been trained or will be trained.

All Staff will have a common language of CHAMPS to support positive student behavior.

Students will understand CHAMPS guidelines that will be consistent.

Students will be given ongoing training on CHAMPS.

Our goal is to develop a plan that is easy for students and staff to follow, one that can be communicated to all stakeholders.

At this time Leadership Team, Positive Behavior Support Committee, and others are working towards the implementation of CHAMPS.

Staff training in MTSS and how this applies to student behavior is ongoing.

Guidelines for Success

Bulldogs are...

PAWSitive

Achieving

Wise

Safe

Beliefs

We believe our rules and procedures will:

- Provide common language and understanding school-wide
- Provide a starting point for behavior and conduct expected
- Provide a framework of expectations, rewards, and consequences so we can be consistent and fair with all students

- Promote overall school safety and security for each student
- Demonstrate our agreement and commitment to developing personal responsibility
- Provide a framework that will result in positive student behavior.

Philosophy

When systems are in place, such as those found in CHAMPS, student behavior will improve. When expectations are shared and understood, positive student behavior receives strong support. When positive student behavior is expected from all, students will respond more positively and shared guidelines will have a higher chance of being followed by all.

A student's education is dependent upon a "team" effort involving the student, parents, and school personnel. Each member of the team has specific responsibilities which must be met if the educational experience is to have the greatest positive results. Students, parents, and teachers are encouraged to maintain an ongoing dialogue about the standards for personal conduct in relation to life at school. We want to be an extraordinary place of safety and positive opportunity for each and every student. All Staff Members contribute to the good of all students.

Expectations of Students:

- Attend school regularly and be on time for each class.
- Know and obey school rules and regulations.
- Be courteous and respectful to school personnel, fellow students, and the public in general.
- Be responsible digital citizens.
- Behave in such a way that does not disrupt the learning of others.
- Respect public and private property.

Expectations for Parents:

- Assure that your child is in school and on time each day.
- Assure that your child is appropriately prepared for school (dress, nutrition, and sleep).
- Be responsible for the pupil's behavior.
- Be responsible for pupils' use of technology.
- Teach the pupil respect for the law and the rights of others.
- Visit your school periodically and participate in conferences as requested.
- Know the district, school, and classroom rules and regulations, and be supportive of your school.
- Help your child to develop personal responsibility.

Expectations for Teachers:

- Provide differentiated learning experiences appropriate for each student.
- Following RtI guidelines, consistently maintain classroom rules, Internet safety, and district rules and policies.
- Implement CHAMPS within the classroom and common areas.
- Communicate on a regular basis with parents concerning their child's progress.
- Be available to parents to the conference as needed.
- Continually improve professional competencies in positive behavior support.
- Develop enthusiasm for learning through experiences that are interesting and relevant to pupils.

Expectations for Administrators:

- Inform students and parents about the student behavior plan - CHAMPS.
- Involve all stakeholders in CHAMPS.
- Encourage and support students by promoting positive student-staff interactions throughout the school day.
- Consistently monitor classroom, school, and district rules and policies.
- Counsel with students and parents regarding disciplinary issues.
- Provide student consequences aligned to social justice philosophy.
- Provide professional development in the management of student behaviors.
- Provide leadership that will establish, encourage school-wide implementation of CHAMPS.

Monitor effectiveness of school-wide student behavior plan.

General School Rules:

Attend school regularly.
Be on time.
Be prepared for class.
Treat others with respect, care, and consideration.
Follow rules inside and outside the classroom.
Conserve and protect school and private property.
Use appropriate language.
Follow district dress standards.
Use class time wisely.
Work quietly without disturbing others.
Respect the rights of others.
Complete all assignments on time.
Walk on black, run on green.

Summary:

Students will come to school ready to learn.
Rewards and incentives will be given regularly to students who demonstrate positive behavior.
A supportive, nurturing climate is fostered.
Additional consequences and supports are given to students who do not follow school rules.
CHAMPS implementation will clarify school-wide expectations.

GENERAL

Education Code 44807: Every teacher in the public schools shall hold Pupils to a strict account for their conduct on the way to and from school, on the playgrounds, or during recess. A teacher, vice principal, principal, or any other certificated employee of a school district, shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of his duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning.

CONDUCT CODE PROCEDURES

The school rules and procedures were developed and adopted in accordance with California education code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas.

(J) Hate Crime Reporting Procedures and Policies

In order to create a safe learning environment for all students, the Board of Trustees desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual based on his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the teacher and Principal. Upon receiving such a complaint, the Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 - Sexual Harassment. A student who has been found to have demonstrated

hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation. Students are expected to respect all others while on school grounds or while participating in school activities. Any student engaging in hate-motivated behavior will be subject to the school discipline policies in accordance with the district policies and guidelines.

Safety Plan Review, Evaluation and Amendment Procedures

At beginning of school year, the Safe School Plan is reviewed with staff and safety committee. Periodically, training and monitoring of the plan are scheduled. Safe School Plan is reviewed by School Site Council and Leadership Committee. Safe School Committee and School Site Council approve the Safe School Plan by February. Ongoing communication to all stakeholders keeps procedures and action steps responsive to school needs.

A Safety Committee is created every school year. The purpose of the committee is to review the Safety Plan on a continual basis and make any necessary changes and adjustments in order to ensure the safety of students and staff members. The committee meets to review and make any necessary recommendations and changes. All changes are brought to the attention of the entire staff and stakeholders at meetings. The plan is reviewed in December-January and also approved by the SSC. Changes and additions to the Safe School Plan can be made throughout the school year. If there is a need to update, or change information, based on recommendations and approval of Safety Committee or School Site Council, revisions and updates can be integrated into the plan.

Comprehensive School Safety Plan SB 187 Compliance Document

2022-2023 School Year

School: Christa McAuliffe Elementary School
CDS Code: 56725380100362
District: Oxnard School District
Address: 3300 Via Marina Avenue
 Oxnard, CA 93035

Date of Adoption:

Date of Review: -with Staff
 -with Law Enforcement
 January 2023
 -with Fire Authority
 January 2023

Reviewed by:

Name	Title	Signature	Date
Brian Blevins	School Principal	<i>B. Blevins</i>	12/7/22
Police Officer	Oxnard Police Department		
Fireman	Oxnard Fire Department		
Valerie Garcia	SSC Chair/Teacher/Certificated Staff	<i>Valerie Garcia</i>	12/12/2022
Blanca Zuniga	ELAC Chair/Parent	<i>Blanca Zuniga</i>	12/9/22
Claudia Cortez	School Office Manager/Classified Staff	<i>Claudia Cortez</i>	12/7/22
Mariela Inda-Ramirez	Counselor	<i>Mariela Inda-Ramirez</i>	12/8/22
Renee Mullins	Teacher	<i>Renee Mullins</i>	12/13/22

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Address: 3300 Via Marina Avenue
 Oxnard, CA 93035

Date of Adoption:

Date of Review: -with Staff
 December 13, 2022
 -with Law Enforcement
 January 2023
 -with Fire Authority
 January 2023

Reviewed by:

Name	Title	Signature	Date
Brian Blevins	School Principal		
Police Officer <i>Louis McArthur</i>	Oxnard Police Department	<i>[Signature]</i>	2/6/23
Fireman <i>Scott Brewer</i>	Oxnard Fire Department	<i>[Signature]</i>	1/30/23
Valerie Garcia	SSC Chair/Teacher/Certificated Staff		
Blanca Zuniga	ELAC Chair/Parent		
Claudia Cortez	School Office Manager/Classified Staff		
Mariela Inda-Ramirez	Counselor		
Renee Mullins	Teacher		

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Senate Bill 187: Comprehensive School Safety Plan Purpose

Effective January 1, 2019, Assembly Bill 1747 (Rodriguez), School Safety Plans, became law. This bill requires that during the writing and development of the comprehensive school safety plan (CSSP), the school site council or safety committee consult with a fire department and other first responder entities in addition to currently required entities. It requires the CSSP and any updates made to the plan to be shared with the law enforcement agency, the fire department, and the other first responder entities.

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

- Assessment of school crime committed on school campuses and at school-related functions
- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy (electronic or paper) of the Comprehensive School Safety Plan is provided yearly to the following:

- School staff
- Parents
- After-school program staff
- Oxnard Police Department
- Oxnard Fire Department
- Early Childhood Education staff
- Volunteer Coaches

A copy of the Comprehensive School Safety Plan is available for review online at www.oxnardsd.org or in the Christa McAuliffe Elementary School's office.

COVID-19 PANDEMIC INFORMATION FOR 2022 – 2023 SCHOOL YEAR

For the most up-to-date information concerning our COVID-19 protocols, feel free to visit the following websites:

Oxnard School District @ www.oxnardsd.org

Ventura County Department of Public Health @ www.vhca.org
Center for Disease Control and Prevention @ www.cdc.gov

Safety Plan Vision

At McAuliffe Elementary School we believe all stakeholders deserve a physically, emotionally, mentally safe, secure, and positive learning environment through a caring, supportive staff, engaging curriculum, procedures, and training in order to accomplish the goals of high academic achievement and civic responsibilities.

Components of the Comprehensive School Safety Plan (EC 32281)

Christa McAuliffe Elementary School Safety Committee

The Safety Committee is comprised of:

- Brian Blevins, Principal
- Renee Mullins, Classroom Teacher
- Claudia Cortez, Office Manager
- Oxnard Police Department Representative
- Oxnard Fire Department Representative
- Mariela Inda-Ramirez, Counselor
- Alfred Teran, Lead Custodian

Assessment of School Safety

Students and staff have the right to a safe and secure campus where they are free from physical and psychological harm. School administration and staff are committed to maximizing school safety, creating a positive learning environment that teaches strategies for violence prevention and emphasizes high expectations for student conduct, responsible behavior, and respect for others.

The Risk Management Department from the District conducts a Safety Inspection of each campus each year. A report is submitted, and necessary changes are made by either school personnel or district personnel. The Lead Custodian and the Principal conduct safety inspections and submit reports to the District Office. Any safety issues are reported by staff to the administration as they are noticed and are handled by the Lead Custodian or through work orders to the district office.

In addition, the Principal plans lock-down drills with the Oxnard Police Department and fire and earthquake drills to prepare staff and students in the event of a real situation where one of these strategies would be put into effect while school is in session.

The school safety assessment was a review of:

- Office Referrals
- Attendance Rates/School Attendance Review
- Suspension/Expulsion Data
- Panorama Survey
- Local Law Enforcement Juvenile Crime Data
- Property Damage Data

At the beginning of the school year, a security inspection for the campus is held with the site administrator.

The Oxnard School District Risk Management conducts a safety inspection for each campus each year.

After reviewing current policies in place at McAuliffe School, the following areas need to be addressed: 1) Attendance, 2) Behavioral Expectations for Common Areas, and 3) Whole-School Evacuation.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

The following strategies and programs are consistent with California educational code 32281 and reflect the school's commitment to safety within the following areas:

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

GENERAL

As stated in the Board Policy (BP 5141.4), "District employees shall report known or suspected incidence of child abuse in accordance with district regulations and state law. Employees shall fully cooperate with the child protective agencies responsible for reporting, investigating and prosecuting cases of child abuse."

When an employee suspects child abuse, the employee shall immediately meet and discuss the situation with a school counselor or an administrator. Information will be noted (name of person making report, name of child, present location of child, nature and extent of injury, and all other pertinent information.) At that time the counselor or administrator will assist the employee in making a call to Children and Family Services (654-3200) or the local Police Department (Oxnard 385-7600, Sheriff's Dept. 654-2311). The counselor or administrator will make note of time, date and name of official contacted. The employee will then complete and mail the required written report to the local Children and Family services agency. The counselor or assistant principal will notify the principal.

Employees (mandated reporters) have absolute immunity and are not liable for filing a required report. If a mandated reporter does not wish to disclose his/her identity to a district administrator, he/she shall at least provide or mail a copy of the written report to the district without his/her signature or name after making the required call to Children and Family Services or appropriate law enforcement agency. Mandated reports of sexual activity must be reported to either the Department of Children and Family Services (DCFS) or to the appropriate police jurisdiction. This information will then be cross-reported to the other legal agency.

School manager either mails or faxes over the completed abuse form to CFS within 36 hours of the report. School office manager gives a copy to principal and to the Oxnard School District Superintendent.

SEXUAL ACTIVITY

Child abuse laws change from time to time. Should you suspect that a student is engaged in unlawful sexual activity, please consult with the school social worker and campus officer to determine if particular provisions under this section are current and in effect.

- a. Involuntary sexual activity is always reportable.
- b. Incest, even if voluntary, is always reportable. Incest is a marriage or act of intercourse between parents and children; ancestors and descendants of every degree; brothers and sisters of half and whole blood and uncles and nieces or aunts and nephews. (Family Code §2200).
- c. Voluntary Sexual Activity may or may not be reportable. Even if the behavior is voluntary, there are circumstances where the behavior is abusive, either by Penal Code definition or because of an exploitative relationship, then this behavior must be reported. If there is reasonable suspicion of sexual abuse prior to the consensual activity, the abuse must be reported.

Reportable Sexual Activity if a Child is 14 Years of Age and:

- a. Partner is younger than 14 years old, but there is a disparity in chronological or maturational age or indications of intimidation, coercion or bribery or other indications of an exploitative relationship.
- b. Partner is 14 years or older lewd & lascivious acts committed by a partner of any age partner is alleged spouse and over 14 years of age.

Reportable Sexual Activity if the Child is 14 or 15 years and:

- a. There is unlawful sexual intercourse with a partner older than 14 but less than 21 years of age and there is no indication of abuse or evidence of an exploitative relationship. There is unlawful sexual intercourse with a partner older than 21 years
- b. There is lewd and lascivious acts committed by a partner more than 10 years older than the child is.
- c. The partner is the alleged spouse and over 21 years of age

Reportable Sexual Activity if the Child is 16 or 17 years and:

- a. The partner is less than 14 years of age
- b. There is unlawful sexual intercourse with a partner older than 14 and there is evidence of an exploitative relationship
- c. The partner is the alleged spouse and there is evidence of an exploitative relationship

Reportable Sexual Activity if the Child is under 18 years:

- a. Sodomy, oral copulation, penetration of a genital or anal opening by a foreign object, even if consensual, with a partner of any age.

Not Reportable Sexual Activity:

- a. Child is 14 years or younger and partner is younger than 14 years and of similar age or maturational age. Sexual behavior is voluntary and consensual. There are no indications of intimidation, coercion, bribery, or other indications of an exploitative relationship.
- b. Unlawful sexual intercourse of a child 14 to 15-years old with a partner older than 14 and less than 21 years of age and there is no indication of abuse or evidence of an exploitative relationship.
- c. Unlawful sexual intercourse with a child 16 or 17 years with a partner older than 14 and there is no indication of an exploitative relationship.

Mandated reports of sexual activity must be reported to either the Department of Children and Family Services (DCFS) or to the appropriate police jurisdiction. This information will then be cross-reported to the other legal agency.

STAFF TRAINING

All Oxnard School District staff who work with students are trained annually in regard to child abuse. New employees are trained upon being hired. Employees receive training on their legal obligation under law regarding mandated reporting. Employees also receive training to recognize signs and symptoms of child abuse.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

GENERAL

This Plan addresses the Oxnard School District's responsibilities in emergencies associated with natural disaster, human-caused emergencies and technological incidents. It provides a framework for coordination of response and recovery efforts within the District in coordination and with local, State, and Federal agencies. The Plan establishes an emergency organization to direct and control operations at all sites during a period of emergency by assigning responsibilities to specific personnel. This Plan:

- Conforms to the Federally mandated National Incident Management System (NIMS), State mandated Standardized Emergency Management System (SEMS) and effectively restructures emergency response at all levels in compliance with the Incident Command System (ICS).
- Establishes response policies and procedures, providing Oxnard School District clear guidance for planning purposes.
- Describes and details procedural steps necessary to protect lives and property.
- Outlines coordination requirements.
- Provides a basis for unified training and response exercises to ensure compliance.

OBJECTIVES

- Protect the safety and welfare of students, employees and staff.
- Provide for a safe and coordinated response to emergencies.
- Protect the District's facilities and properties.
- Enable the District to restore normal conditions with minimal confusion in the shortest time possible.
- Provide for interface and coordination between sites and the District Emergency Operations Center (EOC).
- Provide for interface and coordination between sites and the County or city EOC in which they reside.
- Provide for the orderly conversion of pre-designated District sites to American Red Cross shelters, when necessary.

Schools are required by both federal statute and state regulation to be available for shelters following a disaster. The American Red Cross (ARC) has access to schools in damaged areas to set up their mass care facilities, and local governments have a right to use schools for the same purposes. This requires close cooperation between school officials and ARC or local government Representatives, and should be planned and arranged for in advance.

In an Emergency Building Evacuation, all employees will:

- Upon emergency alert, secure work area and depart/report to assigned area.
- Perform duties as pre-assigned by the Principal in cooperation with emergency services personnel.
- DO NOT re-enter the building without permission or request of emergency service authorities.
- Remain in the general assembly areas and calm students if not assigned another duty.
- When signaled to re-enter safe areas of the school, quickly do so.
- Upon safe re-entry, report anything amiss to the Operations Chief.

In an Emergency Building Evacuation, teachers will also:

- Upon alert, assemble students for evacuation using designated routes and account for all students.
- Secure room.
- If possible, leave a note on the door advising where the class evacuated to if other than the standard assembly area.
- Upon arrival at the assembly area, account for all students.
- Secure medical treatment for injured students.
- Report any students missing or left behind because of serious injuries.
- Stay with and calm students.
- If signaled to re-enter school, assure students do so quickly and calmly.

- Account for all students.
- Check room and report anything amiss to the Team Leader and/or Operations Chief.
- Debrief students to calm fears about the evacuation.

In an Emergency Campus Evacuation:

If it is necessary to evacuate the entire campus to another school or relief center, the Principal will:

- Notify the Superintendent of the Campus Evacuation.
- Cooperate with emergency authorities in enlisting students/staff with cars to help transport evacuees.
- Direct the evacuation, assure all students/staff are accounted for as they depart and arrive.

Dismissal of students from the school shall be governed by the emergency procedures outlined in this procedure guide and consistent with the Initial Response System. However, this policy does not preclude the exercise of professional judgment by an administrator when the circumstances of the situation indicate dismissal to be in the best interest of the student.

- Each teacher MUST KEEP THE REGISTER OR ENROLLMENT SHEET OF PUPILS READILY AVAILABLE AT ALL TIMES. The teacher will remain with students until directed otherwise.
- In the absence of orders from the superintendent, each school principal is authorized and directed to implement plans as described herein or take such other action as may be necessary to save lives and mitigate the effects of disasters.
- During an emergency period or condition created by disaster, occurrence students may only be released to parent, guardian or other adult specified on the Emergency Data Card. THERE SHALL BE NO EXCEPTIONS TO THIS POLICY.

Emergency Announcements will be provided on the following radio stations:

AM Radio Stations:

KTNQ-AM 1020 "Univision America" Spanish

KNX-AM 1070 "KNX 1070 Newsradio"

KUNX-AM 1400 "La Super X" Spanish

KKZZ-AM 1520 "La Voz" Spanish

KVTA- AM 1590 "Ventura's Talk Authority"

FM Radio Stations:

KCRU-FM 89.1 "Public Radio for Southern California"

KIND-FM 94.1 "Radio Indigena 94.1" Spanish / Mixteco

KXLM-FM 102.9 "Radio Lazer 102.9 FM" Spanish

CALIFORNIA EMERGENCY SERVICES ACT (CHAPTER 7, DIVISION 1, TITLE 2, CALIFORNIA GOVERNMENT CODE)

The Act provides the basic authorities for conducting emergency operations following a proclamation of Local Emergency, State of Emergency, or State of War Emergency by the Governor and/or appropriate local authorities, consistent with the provisions of this Act.

CALIFORNIA GOVERNMENT CODE, SECTION 3100, TITLE 1, DIVISION 4, CHAPTER 4.

States that public employees are disaster service workers, subject to such disaster service activities as may be assigned to them by their superiors or by law. The term "public employees" includes all persons employed by the state or any county, city, city and county, state agency or public district, excluding aliens legally employed.

The law applies to public school employees in the following cases:

- When a local emergency is proclaimed.
- When a state of emergency is proclaimed.
- When a federal disaster declaration is made.

The law has two ramifications for School District employees:

1. It is likely that public school employees are pressed into service as Disaster Service Workers by their superiors, and may be asked to do jobs other than their usual duties for periods exceeding their normal working hours.

2. When pressed into disaster service, employees' Workers' Compensation Coverage becomes the responsibility of state government (OES), but their overtime pay is paid by the school. These circumstances apply only when a local or state emergency is declared. States that (the Governor's Office of Emergency Services has stated) inadequately trained school staff render school officials potentially liable for acts committed or omitted by school staff acting within the scope of their training during or after a disaster. (Sub Sections 835-840.6). It requires that school districts be prepared to respond to emergencies using SEMS. (Section 8607, the Petris Bill).

CALIFORNIA CIVIL CODE, CHAPTER 9, SECTION 1799.102

It provides for "Good Samaritan Liability" for those providing emergency care at the scene of an emergency. ("No person, who, in good faith and not for compensation, renders emergency care at the scene of an emergency, shall be liable for any civil damages resulting from any act or omission. The scene of an emergency shall not include emergency departments and other places where medical care is usually offered.")

PUBLIC AGENCY USE OF SCHOOL BUILDINGS FOR EMERGENCY SHELTERS

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

AFTER SCHOOL PROGRAM

The after-school program staff is trained annually in regard to disaster response. The District maintains a full-time After School Program Manager, who oversees safety training and disaster preparedness for the program. The After School Program Manager ensures that the following safety components are addressed within the after-school program environment:

- Elements of a safe and orderly environment
- Emergency evacuation procedures
- Student release procedures
- Incident Command Team responsibilities
- Child abuse reporting
- Rules, expectations and consequences
- Non-discrimination and harassment reporting

TRAINING

All staff are trained annually in regard to disaster procedures within the Comprehensive School Safety Plan and the District's Emergency Operations Plan. The school conducts monthly safety drills for fire and earthquake. The school also conducts a lockdown security drill at a minimum of once yearly within the first month of school under the direction of the School Resource Officer.

FOR DISASTER PLAN PROTOCOLS AND PROCEDURES (SEE APPENDICES).

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

The Oxnard School District Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5)

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to himself/herself or others. (Education Code 48915)

The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be specified in administrative regulation.

Suspended or expelled students shall be excluded from all school-related extracurricular activities during the suspension or expulsion.

STUDENT DUE PROCESS

The board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in administrative regulation and law. (Education Code 48911, 48915, 48915.5)

ALTERNATIVES TO SUSPENSION / OPTIONS

All schools within the Oxnard School District may establish a suspension program, which involves progressive discipline during the school day on campus, conferences, detention, student study team, referral to support services staff and/or other resources including District.

REQUIRED PARENTAL ATTENDANCE

The teacher of the class from which the student was suspended may require the parent/caregiver to attend a portion of a school day in the classroom in coordination with the principal and in accordance with all related policies/regulations for implementing this school suspension option.

DEFINITIONS

Suspension from school means removal of a student from ongoing instruction for adjustment purposes.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision of school personnel.

NOTICE OF REGULATIONS

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Education Code 35291.5, 48900.1, 48980)

Notification shall include information about the availability of individual school rules and all district policies and regulations pertaining to student discipline. (Education Code 35291)

GROUND FOR SUSPENSION AND EXPULSION

Students may be subject to suspension or expulsion for committing any of the acts listed below:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
(2) Willfully used force or violence upon the person of another, except in self-defense.
- b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
- c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
- d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco, or tobacco products.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
- l) Knowingly received stolen school property or private property.
- m) Possessed an imitation firearm.
- n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
- o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
- r) Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:
(1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:

- (A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
 - (B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
 - (C) Causing a reasonable pupil to experience substantial interference with his or her academic performance.
 - (D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.
- (2) (A) "Electronic act" means the transmission, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication.
- (i) A message, text, sound, or image.
 - (ii) A post on a social network Internet Web site including, but not limited to:
 - (I) Posting to or creating a burn page. "Burn page" means an Internet Web site created for the purpose of having one or more of the effects listed in paragraph (1).
 - (II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (III) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
- (B) Notwithstanding paragraph (1) and subparagraph (A), an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- (3) "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs
- s) Aided or abetted the infliction or attempted infliction of physical injury.
- E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.
- E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

- E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.
- E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
- E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

MANDATORY RECOMMENDATION FOR EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be in violation of Education Code 48915(a)(1), unless the principal determines that alternative means of correction would address the conduct.

- (a)(1)(A) Causing serious physical injury to another person, except in self-defense.
- (a)(1)(B) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(1)(C) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(1)(D) Robbery or extortion.
- (a)(1)(E) Assault or battery upon any school employee.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be in violation of Education Code 48915(c). Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts, which may involve the possession or sale of narcotics or of a controlled substance, or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION

Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

BULLYING

CALIFORNIA STATE LAW REGARDING BULLYING

Right to Safe Schools. All students and staff of public primary, elementary, junior high, senior high schools, and community colleges, colleges, and universities have the inalienable right to attend campuses which are safe, secure and peaceful.

AB 9 – Seth's Law

Requires schools to establish policies to prevent bullying and to address and be responsive to complaints about bullying.

- Requires school districts to include in its non-discrimination policy a detailed list where discrimination, harassment, intimidation, and bullying are prohibited under existing law—actual or perceived sexual orientation, gender, gender identity expression, race or ethnicity, nationality, religion, disability, or association with a person or group with one or more of these actual or perceived characteristics.
- Requires each school districts non-discrimination policy to describe the district's procedure for addressing discrimination and harassment complaints; and be publicized in places for student and parental access.
- School districts are to strengthen professional development curricula for teachers, school counselors, and administrators with instruction on identifying and stopping discrimination and harassment and creating a school-wide culture of inclusion and respect for differences.

AB 746 - Cyber bullying.

Existing law, the Interagency School Safety Demonstration Act of 1985, defines bullying as one or more acts of sexual harassment, hate violence, or intentional harassment, threats, or intimidation, directed against school district personnel or pupils, committed by a pupil or group of pupils. Under existing law, bullying, including bullying committed by means of an electronic act, as defined, is a ground on which suspension or expulsion may be based. This bill would specify that an electronic act for purposes of the act includes a post on a social network Internet Web site.

AB 1156 – Bullying In Schools

Redefines California anti-bullying law by expanding the definition of bullying and linking it to academic achievement. It will also strengthen policies and procedures to reduce bullying in schools and keep students safe.

- Requires training of school site personnel in the prevention of bullying
- Links bullying to academic achievement
- Gives victims of bullying priority for school transfer, if requested
- Encourages school districts and county offices of education to include policies and procedures on the prevention of bullying in the school safety plan

OXNARD SCHOOL DISTRICT BOARD POLICY 5131.2

Bullying

The Board of Trustees recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

Cyberbullying includes the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Strategies for bullying prevention and intervention shall be developed with involvement of key stakeholders in accordance with law, Board policy, and administrative regulation governing the development of comprehensive safety plans and shall be incorporated into such plans.

Bullying Prevention

To the extent possible, district and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and strategies to establish a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for perpetrators of bullying.

The district may provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies.

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias.

Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When appropriate, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators. He/she also may involve school counselors, mental health counselors, and/or law enforcement.

Complaints Procedures

The Board hereby designates the following position to handle complaints regarding bullying and inquiries regarding the district's bullying policies:

Assistant Superintendent, Human Resources and Support Services
1051 South A Street
Oxnard, CA 93030
(805) 385-1501 ext. 2050

Any student who feels that he/she has been subjected to bullying should immediately contact the Coordinator, the principal, or any other staff member. Any student or school employee who observes an incident of bullying should report the incident to the Coordinator or principal, whether or not the victim files a complaint.

Upon receiving a complaint of bullying, the Coordinator shall immediately investigate the complaint in accordance with site-level complaint procedures specified in AR 1312.3- Uniform Complaint Procedures.

The Superintendent or designee shall ensure that the student handbook clearly describes the district's bullying policy, procedures for filing a complaint regarding bullying, and the resources that are available to students who feel that they have been the victim of bullying. The district's policy may also be posted on the district website or any other location that is easily accessible to students.

When a student is reported to be engaging in bullying off campus, the Assistant Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.

When a student uses a social networking site or service to bully or harass another student, the Assistant Superintendent or designee shall file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

Discipline

Any student who engages in bullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion, in accordance with district policies and regulations. Alternative means of correction will be considered where appropriate, as required by Education Code section 48900.5

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.

- (a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 or Section 48915 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.
- (b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.
- (c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision a is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.
- (d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.
- (e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

“Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process."

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

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(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

Dress Code Policy

+California Education Code Title V, Section 302: A pupil who goes to school without proper attention having been given to personal cleanliness or neatness of dress, may be sent home to properly prepare for school, or shall be required to prepare himself for the schoolroom before entering.

+Gang-Related apparel is defined as apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus.

+Students may not wear clothing or hairstyles that will be disruptive to the educational process.”

All students at McAuliffe Elementary will be held to the McAuliffe Elementary dress code policy. Students who violate the dress code policy will be requested to fix inappropriate clothing by changing into appropriate clothing. Students can call parents or guardians to bring appropriate clothing to school and change, to adhere to the school’s dress code policy.

The purpose of the dress code policy is to ensure a safe and secure environment in which students can benefit from a quality education.

The school dress codes are regularly reviewed by the School Site Council and/or the School Safety Committee following the board education policies.

All clothing shall be neat, clean, and acceptable in repair and appearance and shall be worn within the bounds of decency and good taste as appropriate for school. Schools have the authority under state law to restrict the wearing of clothes that could be considered to be “gang” attire, or disruptive to the learning environment.

DRESS STANDARDS

1. Shoes must be worn at all times. Thongs or backless shoes or sandals are not acceptable; toe protection is required.

2. Clothing, jewelry, and personal items (backpacks, fanny packs, gym bags, water bottles, etc.) shall be free of writing, pictures, or any other insignia which are crude, vulgar, profane or sexually suggestive, gang attire (including professional sports attire) which bear drug, alcohol or tobacco company advertising, promotions, and likeness, or which advocate racial, ethnic or religious prejudice. Any clothing, jewelry or personal items that interfere with schoolwork; create disorder or disrupt the educational process, are not allowed.

3. Walking shorts are permissible and must be at least mid-thigh in length or reach the tip of the middle finger as measured against the shorts or whichever is longer. All sports-wear-type shorts, bike shorts (spandex), frayed shorts, shorts with holes, or short-shorts are unacceptable. Shorts that stop between mid-calf and the knees, worn with long white socks are considered gang attire and may not be worn. There must be a least four inches between the top of the socks and the bottom of the shorts.

4. Clothes shall be sufficient to conceal undergarments at all times. See-through or fishnet fabrics, halter tops, off-the-shoulder or low-cut tops, bare midriffs, and skirts or shorts shorter than mid-thigh are prohibited.

5. Over-sized clothing is inappropriate. Clothing may be no longer than one size larger than the appropriate size. Pants must stay up on the hips without the use of a belt and should not cover shoes. Shirts longer than mid-thigh in length must be tucked in pants.

6. Accessories and jewelry, which present a hazard to health or safety, are prohibited. Ear gauges, nose rings, and lip rings may not be worn while on campus.

7. Sunglasses, hats, caps, and other head coverings shall not be worn indoors.

8. Hair shall be clean and neatly groomed. Hair may not be sprayed by any coloring that would drip when wet.

Students who violate the dress policy will be requested to correct inappropriate clothing or call home to have proper clothing items brought to school. If available, "loaner clothes" may be given to replace inappropriate clothing.

DRESS CODE COMMON SENSE RULE: Students may not wear clothing or hairstyles that will be disruptive to the educational process.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

The Safety Committee continuously assesses the needs of the school in regards to safe ingress and egress of students and staff. Working collaboratively with all stakeholders, parent concerns and ideas are considered when making any changes to improve student/campus safety.

Parents/Guardians are asked to provide emergency contact information for their children at the beginning of the year and asked to make updates as soon as possible when contact information changes.

School Hours

- On Mondays, Tuesdays, Thursdays, and Fridays, the student day is from 8:45 a.m. to 3 p.m. (Transitional Kindergarten (TK) and Kindergarten are from 8:45-2:07 p.m.). On Wednesdays, the student day is from 8:45 am to 2 pm (TK and Kindergarten are from 8:45 am - 1:07 pm). Supervision at the school site begins at 8:15 a.m. Parents are not allowed in the cafeteria, on the playground or escorting students down the hallways without a visitor's pass. Office hours are from 7:30-4:00 p.m.
- Once students arrive on campus, they should proceed directly to either the cafeteria for breakfast or onto the playground.
- Students are not allowed to loiter on campus after school. Students are allowed on campus after school if they are participating in after-school tutoring classes, team sports, or attend the after school Oxnard Scholars program.
- Students not participating in after-school activities are to leave campus immediately by walking or riding the bus.
- Students whose parents are late picking them up are not allowed to sit out front to wait for a parent. They are directed to sit inside the building near the windows providing them a clear view of the front of the school. TK and Kindergarten students are brought directly to the office when parents are late. Parents who are habitually late retrieving their student(s), receive a letter from the principal.
- There are crossing guards located at the front of the school and traffic control signs in the front of the school to ensure the safety of students walking to and from school.
- Parents dropping off students at school should be aware that there is no supervision available before 8:15 am. School office hours are 7:30 am to 4:00 pm.
- Students enter through the main building entry upon arrival, and three gates during dismissal times.

Dismissal

- Students are dismissed from designated doors and gates. Those students in the After School program are to go directly to the designated meeting area.
- Students are expected to go directly home if going alone or are to leave with a parent, guardian, or babysitter. Students are not to wait on campus for peers or loiter on school grounds. Students are not to go to the adjacent park to loiter.

Supervision

- Adult supervision is provided by staff that includes, but not limited to the Campus Assistants.
- Supervision is provided 30 minutes before school and 15 minutes after.

TK and Kindergartner Students

- Students will be dismissed at the door or gate to an adult who will receive them.
- The child will be prompted if they know the adult, if the adult is recognized and the child can identify the adult, the child will be released to that adult.

Special Education Students in Special Day Classes

- Students will be escorted by the staff from the bus or gate to the class or cafeteria.

Closed Campus

- McAuliffe is a closed campus. All gates which provide access to the classrooms and other rooms remain locked during regular school hours. Parents/guardians arriving on campus during the school day must call the phone number located on the front door to gain access.
- Staff continuously monitors the safety of all students upon arrival and dismissal from school, including at the bus stops, and throughout the school day, following established routines and procedures.
- All visitors to the campus must check-in at the office, sign in, and obtain a visitor's pass/badge.

Leaving Early

- Students may leave campus, prior to dismissal; if parents, guardians, or persons designated by parents/guardians (and are on the emergency card) pick up students from the school.
- Persons picking up students during the day must present a valid ID, be 18 years of age, noted on the emergency contact information, and sign the student(s) out in the office.

Traffic

- The school will consult with the Oxnard Police Department on issues of traffic.
- To improve traffic flow and student safety at dismissal, the driveway and staff parking lot are blocked off from 2:20-3:10 pm.
- At morning arrival, a campus supervisor monitors the driveway and crosswalk.

Tardy/Late Policy

- School begins at 8:45 am.
- If the student arrives after the tardy bell, the student must check into the office prior to going into the classroom. The student will receive an excused/unexcused tardy slip, they will be directed to go to the classroom.
- A truant tardy will be marked when the student arrives 30 minutes or more after the school's start time, without a valid excuse.

Excused Absences

- When a student is absent, the Parent or Guardian needs to notify the school through a written note or phone call to the office within 72 hours of the absence.
- Excused absences include illness, medical/dental appointments, court appearances (for students), religious observations, or the death of an immediate family member.

Truancies

The following are considered truancies:

- Being absent from school without the knowledge and consent of the parent/guardian/school.
- Leaving the school grounds during the day without permission.
- Staying out of class without permission.

If a student is habitually late or absent from school, various measures may be followed including referrals to SARB (School Attendance Review Board). Truancy is a violation of the California Education Code and includes consequences ranging from requirements that parents attend parenting classes to fines and/or court appearances.

In all cases of truancy, students will be assigned appropriate consequences.

The Outreach Resource Specialist, Principal, and the Attendance Technician work together weekly to monitor attendance violations to ensure that administrative staff is aware of the accumulation of student tardies and/or absences.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

Positive School Climate

At Christa McAuliffe we have high expectations for all students, parents, and staff. In classrooms, on playgrounds, and during all school activities, we follow behavior standards and rules with appropriate social expectations.

Element:

School-wide Positive Behavior Incentive Supports (PBIS)

Opportunity for Improvement:

Minimize the amount of student referrals to office, minimize suspensions and maximize a positive behavior culture. Multiple PBIS Assemblies/Videos are held to share behavior expectations and celebrate success throughout the class.

Objectives	Action Steps	Resources	Lead Person	Evaluation
<p>Revise and implement a comprehensive school-wide positive behavior support system and expectations.</p>	<ol style="list-style-type: none"> 1. Hold student assemblies to discuss behavior expectations 2. Provide staff with resources that emphasize expectations outlined by the PBIS team 3. Posters placed around of expectations around the school and in common areas 	<p>School-Wide Expectations Training for staff and students</p>	<p>School Principal, Outreach Resource Specialist, Counselor, PBIS Team</p>	<p>Office Referrals Staff Feedback Parent Feedback</p>
<p>Teachers, support staff, administration, parents and students will work together and build a sense of community.</p>	<ol style="list-style-type: none"> 1. Staff shall practice a code of ethics that embraces Cultural Proficiency 2. Staff will work with parents and students in a way that affirms universal human values such as respect, honesty, and fairness 3. Staff commitment to morning meeting/community circles to build community in the classroom. 4. Librarian reading weekly books with classes focused on community, cultural responsiveness, and diversity. 5. The school will implement a character trait of the month. 6. Traits from the OSD Student Profile will be supported and emphasized school-wide. 	<p>PBIS Team, Resources, Counselor</p>	<p>School Principal, Counselor, PBIS Team</p>	<p>Observation Panorama Survey</p>

Objectives	Action Steps	Resources	Lead Person	Evaluation
Develop a plan to meet the needs of students who have social/emotional challenges.	<ol style="list-style-type: none"> 1. Use a referral system to identify students who may have these challenges 2. Get parent permission for student to see school counselor 3. Counselor will either conduct Social Skills counseling groups based on gender and age or provide one on one sessions 4. Outreach Resource Specialist can contract community resources for off site support for students and their families and/or provide parenting classes to the parents and guardians of the student 	Restorative Justice Practices Parent Classes Outside Agencies	Counselor, Outreach Resource Specialist	Panorama Survey Teacher Reports Observations Student Interviews Office Referrals
Implement a Wellness Center to provide Social-Emotional support.	<ol style="list-style-type: none"> 1. Use the Wellness center to provide monthly lessons for classes. 2. Open the Wellness Center during lunch to provide fun social-emotional activities. 3. Use the wellness center to provide support to students for small group/individual school-based counseling. 	Counselor, Pupil services	School Counselor	Panorama Survey
To Collaborate with Oxnard Police Department	<ol style="list-style-type: none"> 1. Hold Priority One drill with OPD present. 	Oxnard Police Department	School Principal, OPD, Outreach Resource Specialist, School's Safety Committee	Regular Visits Safety Drill Documents Evaluation of Parent Meetings
Implement Positive Behavior Interventions and Support (PBIS) to ensure school-wide positive behavior support and reduce suspensions as outline in the SPSA.	<ol style="list-style-type: none"> 1. Implement positive behavior strategies school-wide, "STARbucks" 2. Hold student assemblies to discuss behavior expectations. 	PBIS Resources, Lesson Plans	PBIS Committee	Office Referrals Health Referrals Teacher Reports

Objectives	Action Steps	Resources	Lead Person	Evaluation
Implement school-wide guidelines for shared expectations and positive discipline approach for student conduct, safety and character: Show respect to every student and every adult, use words that compliment, help, and support people, settle differences peacefully, together, take care of the school, your belongings, and the belongings of others, always be where you supposed to be, always try to perform better than you did yesterday.	<ol style="list-style-type: none"> 1. Student assemblies to share school-wide expectations 2. Student recognition and praise for following school-wide guidelines 3. Classroom and school-wide use of KHFOOTY 	Created Posters KHFOOTY "STAR"Bucks	Staff	Office Referrals Panorama Surveys Counseling Referrals Parent Communication Teacher Reports
Reduce student/peer conflicts during recess and transition times.	<ol style="list-style-type: none"> 1. Identify areas of conflict 2. Provide resources for children during recess 3. Teach children how to resolve conflicts with peers 	Counselor, Campus Supervisors	Principal, Counselor	Office Referrals Data

Component:

School's Safe Physical Environment

Element:

Safe School Environment

Opportunity for Improvement:

Ensure a safety drill is performed each month and a follow up meeting if necessary.

Notify all stakeholders of Safety Plan

Objectives	Action Steps	Resources	Lead Person	Evaluation
Ensure that all school facilities are safe and in working order	1. Conduct walk-throughs 2. Submit and monitor Facility Work Orders	Safety Check-List and Observation	School Principal, Lead Custodian, Office staff	Walk-Through Reports Work Orders
Communicate Safety Plan to all Stakeholders	1. Hold Parent-Community meetings to disseminate the information to all stakeholders. Meetings include School Site Council, ELAC, and Coffee with the Principal 2. Informing staff of the School's Safety Plan. Provide staff link to review safety plan.	Weekly Update CSSP Link Email	School Principal	Weekly Update CSSP Link Email
Ensure that all students and staff can be accounted for after the school building has been evacuated	1. Review school building evacuation and relocation for students in primary grades.	School Map	Staff	Evacuation Map

Component:

Disaster Preparedness

Element:

School Safety

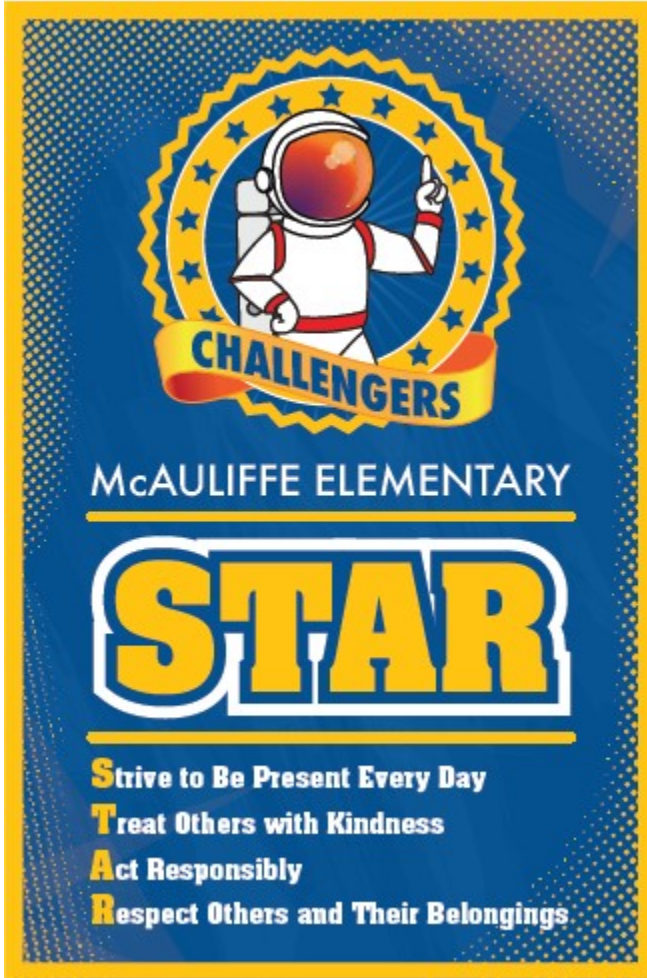
Opportunity for Improvement:

Ensure plan is communicated to all stakeholders and all involved are prepared for a disaster.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Disseminate School Safety Plan to all stakeholders	<ol style="list-style-type: none"> 1. Hold Parent-Community meetings (SSC, ELAC, Coffee with the Principal) to inform all parents and guardians of the procedures in case of an emergency/disaster 2. Classroom teachers to educate students in what to do and expect in case of an emergency/disaster 3. Inform all staff of the procedures in case of an emergency/disaster 	Agendas Staff Meetings Email Parent Group Meetings	School Principal, Outreach Resource Specialist, School's Safety Committee	Agendas Minutes Disaster Drills Survey feedback
Ensure the school's Emergency Operations Plan is implemented	<ol style="list-style-type: none"> 1. Hold monthly drills. 2. Train entire school staff on their responsibilities during an emergency situation 	Calendar Handout	School Principal, Outreach Resource Specialist, School Safety Committee	Calendar Fire and Disaster Drill Report- completed form
School-wide Disaster Preparedness	<ol style="list-style-type: none"> 1. Hold earthquake, fire and evacuation drills during school hours 2. Conduct lock-down drills 3. Inform all staff to review procedures 	Oxnard School District Emergency Operations Plan Oxnard School District Comprehensive School Safety Plan Oxnard Police Department	School Principal, School Resource Officer, Office Manager, School's Safety Committee	School Safety Committee
Conduct annual evacuation drills per year	<ol style="list-style-type: none"> 1. Safety Committee will meet regularly to review the effectiveness of current procedures 2. Make necessary changes to the plan and notify all school staff 	Agendas Hand-Outs Email Survey feedback	School Principal and School's Safety Committee	Comprehensive School Safety Plan

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Christa McAuliffe Elementary School Student Conduct Code



PURPOSE

The School Rules and Procedures were developed and adopted in accordance with California Education Code 35291.5. This document represents the collaborative efforts of teachers, parents, and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety.

We want our students to develop a sense of values and to become:

- Caring
- Honest
- Responsible
- Well mannered and courteous
- Respectful
- Knowledgeable of right and wrong
- Fair
- Positive in outlook
- Compassionate
- Self-disciplined

BELIEFS

We believe our rules and procedures will:

- Provide a starting point for behavior and conduct expected.
- Provide a framework of expectations, rewards, and consequences, so we can be consistent and fair in disciplining students.
- Promote overall school safety and security for each student.

- Demonstrate our agreement and commitment to developing self-discipline and responsible youth.
- Provide opportunities for students and parents to participate with school faculty, staff, and administration in ensuring the highest possible instructional climate.
- Promote knowledge and teach behavior that will help each student become self-respecting, successful, and contributing adults.

PHILOSOPHY

A student's education is dependent upon a team effort involving the student, parents, and school personnel. Each member of the team has specific responsibilities that must be met if the educational experience is to have the greatest positive results. Students, parents, and teachers are encouraged to maintain an ongoing dialogue about the standards for personal conduct concerning life at school. We want to be an extraordinary place of safety and a positive opportunity for everyone.

Expectations of Students - See Attachment for School-Wide Focus Guidelines

School-Wide focus Guidelines will be shown in promote locations throughout the campus.

- Attend school regularly and be on time for each class.
- Know and follow school rules and regulations.
- Be courteous and respectful to school personnel, fellow students, and the public in general.
- Do not disrupt the learning of others.
- Respect public and private property.

Expectations for Parents

- Assure that your child is in school and on time each day.
- Ensure that your child is appropriately prepared for school (dress, nutrition, and sleep).
- Be responsible for your child's behavior.
- Teach the pupil respect for the law and the rights of others.
- Visit the school periodically and participate in conferences as called.
- Know the district, school, and classroom rules and regulations and be supportive of your school.
- Help your child to learn self-discipline and control.

Expectation for Teachers

- Provide positive learning experiences appropriate for each student.
- Consistently enforce classroom rules, district rules, and policies.
- Communicate on a regular basis with parents concerning their child's progress.
- Be available to parents for conferences and communication.
- Continually improve professional competencies in matters of student control and discipline.
- Develop an enthusiasm for learning through experiences that are interesting and relevant to pupils.

Expectations for Administrators

- Inform students and parents about school district discipline standards.
- Consistently monitor classroom, school, and district rules and policies.
- Counsel with students and parents regarding disciplinary matters.
- Provide professional growth experiences that will assist staff in increasing competencies for student control and discipline.
- Provide leadership that will establish, encourage, and promotes teaching and effective learning.
- Work closely with parent groups to design a Parent/Student/School Compact that outlines the responsibility and expectations for each group.

Student Conduct, Concerns, and Consequences:

Student conduct that prevents students from learning or teachers from teaching, will not be tolerated. We have established clear consequences for behavior that interferes with learning and rewards for positive behavior to help all students maintain acceptable personal conduct. We provide classroom instruction in personal and social skills, incorporating the teaching of school rules and making wise choices in the prevention of discipline incidents. Students learn that when they violate a school or classroom standard, a consequence will result. Disruptive, disrespectful behavior or harassment will not be tolerated. Students are not to endanger others, continually disregard rules or repeatedly interfere with others' right to learn.

Note: Students may be disciplined for acts related to school activities or attendance which occur at any time including:

- While on school grounds;
- While going to or coming from school;
- During the lunch hour whether on or off-campus;
- During, or going to or coming from, a school-sponsored activity.

Other causes of disciplinary action:

- Deliberate littering of school premises, such as the restrooms;
- Inappropriately using cellular telephones or electronic devices or failing to follow school policy outline in Parent/Student packet given out at the beginning of the year;
- Not adhering to the school dress code;
- Making bomb threats or false fire alarms;
- Setting fires or using explosive devices that threaten or cause damage to human life or property on school grounds or at school-sponsored events;

GENERAL

Education Code 44807: Every teacher in the public schools shall hold Pupils to a strict account for their conduct on the way to and from school, on the playgrounds, or during recess. A teacher, vice principal, principal, or any other certificated employee of a school district, shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of his duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning.

CONDUCT CODE PROCEDURES

The school rules and procedures were developed and adopted in accordance with California education code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas.

(J) Hate Crime Reporting Procedures and Policies

In order to create a safe learning environment for all students, the Board of Trustees desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual based on his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the teacher and Principal. Upon receiving such a complaint, the Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 - Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation. Students are expected to respect all others while on school grounds or while participating in school activities. Any student engaging in hate-motivated behavior will be subject to the school discipline policies in accordance with the district policies and guidelines.

Safety Plan Review, Evaluation and Amendment Procedures

The school's Safety Plan is annually reviewed for advisement by Faculty and Parent committees. The plan is approved by the School Site Council.

All community members are encouraged to maintain an ongoing dialogue about standards for personal conduct and school safety. If at any time any of the stakeholders feel that the plan needs to be amended, the following process will be followed:









1. Safety Committee will be convened to discuss the issue.
2. Changes will be proposed.
3. Proposed changes will need to be reviewed and approved by the School Site Council.
4. Amendments will be made.

Comprehensive School Safety Plan SB 187 Compliance Document

2022-2023 School Year

School: McKinna Elementary School
CDS Code: 56725386055354
District: Oxnard School District
Address: 1600 South N Street
 Oxnard, CA 93033
Date of Adoption: February 12, 2022
Date of Review: -with Staff
 November 29, 2022
 -with Law Enforcement
 January 2022
 -with Fire Authority
 January 2022

Reviewed by:

Name	Title	Signature	Date
Erika Ragan	Principal		12/5/2022
Joey Perez	After-School Program Site Coordinator		12/5/22
Maricela Aguayo	Teacher/SSC Chairperson		
Dani Pisors	Librarian/Classified		12/5/2022
Alejandra Lopez	Parent/SSC Member		12/6/22
Police Department Representative	Oxnard Police Department		
Claudia Jimenez	Outreach Specialist		12/5/22
Maria Aspera	Office Manager		12/5/22
Alex Romero	Lead Custodian		12-5-22
Fire Department Representative	Fire Department		

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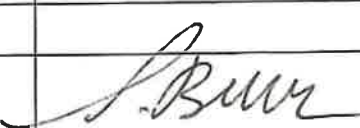
Name	Title	Signature	Date
Erika Ragan	Principal		
Joey Perez	After-School Program Site Coordinator		
Maricela Aguayo	Teacher/SSC Chairperson		
Dani Pisors	Librarian/Classified		
Alejandra Lopez	Parent/SSC Member		
Police Department Representative	Oxnard Police Department		2/16/23
Claudia Jimenez	Outreach Specialist		
Maria Aspera	Office Manager		
Alex Romero	Lead Custodian		
Fire Department Representative	Fire Department		1/30/23

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Senate Bill 187: Comprehensive School Safety Plan Purpose

Effective January 1, 2019, Assembly Bill 1747 (Rodriguez), School Safety Plans, became law. This bill requires that during the writing and development of the comprehensive school safety plan (CSSP), the school site council or safety committee consult with a fire department and other first responder entities in addition to currently required entities. It requires the CSSP and any updates made to the plan to be shared with the law enforcement agency, the fire department, and the other first responder entities.

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

- Assessment of school crime committed on school campuses and at school-related functions
- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy (electronic or paper) of the Comprehensive School Safety Plan is provided yearly to the following:

- School staff
- Parents
- After-school program staff
- Oxnard Police Department
- Oxnard Fire Department
- Early Childhood Education staff
- Volunteer Coaches

A copy of the Comprehensive School Safety Plan is available for review online at www.oxnardsd.org or in the McKinna Elementary School's office.

COVID-19 PANDEMIC INFORMATION FOR 2022 – 2023 SCHOOL YEAR

For the most up-to-date information concerning our COVID-19 protocols, feel free to visit the following websites:

Oxnard School District @ www.oxnardsd.org

Safety Plan Vision

At McKinna School, we support our district's motto, "Educate, Inspire, and Empower," and seek to find avenues within our students' learning journeys that lead them to become life-long learners, who have talents, skills, knowledge, and compassion to enrich our world. Our students are our future, and we commit to work together in partnership to bring about their ultimate well-being. We believe all stakeholders deserve a physically, emotionally, and mentally safe, secure, and positive learning environment through a caring, supportive staff, engaging curriculum, procedures, and training in order to accomplish the goals of high academic achievement and civic responsibilities.

The McKinna staff works to ensure each of our students reaches his or her full potential through high expectations, ongoing collaboration, and targeted, focused instruction. Our school's priority is to provide a safe learning environment where all students are supported academically, emotionally and socially to develop to their fullest potential. We consider families to be our most essential partners in achieving this mission! The staff, parents, and students at McKinna School work together to support and maintain a safe and secure school environment that is conducive to learning and that provides opportunities for each student to develop personal and social responsibility, self-esteem, respect, and consideration for others, and a high level of academic achievement.

The McKinna community works collaboratively to foster responsive, restorative systems within a Multi-Tiered Systems of Support (MTSS) framework to create a healthy learning environment through the implementation of a proactive and positive behavior support system (PBIS) school wide. The PBIS Leadership Team works within the Safe & Civil School model through a continuous improvement process to guide the entire staff through the construction and implementation of a comprehensive approach to behavior support. This approach is proactive, positive, and instructional offering an alternative means of correction to address student behavior that preserves student attendance and builds student responsibility, self-control and civic awareness. The goal of the Safe and Civil School model is to reduce all behavioral and motivational barriers to learning by promoting safety and pro-social behavior, by supporting both academic and social emotional learning, and by enhancing staff consistency in teaching positive behavior expectations school wide. McKinna staff will continue to incorporate a collaborative approach and common language for teaching students self-regulation and peaceful problem solving through strategies and school wide expectations for success, essential approaches for fostering social-emotional development in children. Students and families will continue to receive support through District funded support staff which includes the counselor, Outreach support, special education team and Social Worker. Staff receives training and guidance to ensure trauma informed practices are embedded throughout the school community.

Components of the Comprehensive School Safety Plan (EC 32281)

McKinna Elementary School Safety Committee

Erika Ragan (Principal), Dani Pisors (Librarian), Alejandra Lopez (Parent SSC Member), Maricela Aguayo (Teacher/SSC Chairperson), Claudia Jimenez (Outreach Specialist), Maria Aspera (Office Manager), Alex Romero (Lead Custodian), Joey Perez (After School Site Coordinator), Police Department Representative and Fire Department Representative.

Assessment of School Safety

The McKinna community works collaboratively to foster responsive, restorative systems within a Multi-Tiered Systems of Support (MTSS) framework to create a healthy learning environment through the implementation of a proactive and positive behavior support system (PBIS) school wide. The PBIS Leadership Team works within the Safe & Civil School model through a continuous improvement process to guide the entire staff through the construction and implementation of a comprehensive approach to behavior support. This approach is proactive, positive, and instructional offering an alternative means of correction to address student behavior that preserves student attendance and builds student responsibility, self-control and civic awareness. The goal of the Safe and Civil School model is to reduce all behavioral and motivational barriers to learning by promoting safety and pro-social behavior, by supporting both academic and social emotional learning, and by enhancing staff consistency in teaching positive behavior expectations school wide.

McKinna works closely with the Oxnard Police Department to create a safe school environment. The Oxnard PD support with lock down drills and are present for any whole school evacuation off site. In addition, Risk Management provides comprehensive safety information to plan school wide safety drills including fire/evacuation, earthquake preparedness and lock downs.

Risk Management conducts a safety inspection of the campus each year. A report is submitted, and necessary changes are made.

The Safety Team plan and debrief after every drill to ensure our students are safe. The team provides the rest of the staff with meaningful feedback on drills, playground safety, and ways to improve our ingress and egress.

All safety issues are reported by staff to administration as they are noticed to be handled by the lead custodian or through work orders to the district office. The lead custodian and the principal conduct a monthly safety inspection and submit a report to the DO of any concerns.

Office referrals and discipline issues are discussed with the school counselor, with the PBIS team, and staff during staff meetings in order to help analyze support and supervision needs. In addition, attendance reports are reviewed by principal, counselor, ORC, attendance tech and social worker.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

The following strategies and programs are consistent with California educational code 32281 and reflect the school's commitment to safety within the following areas:

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

GENERAL

As stated in the Board Policy (BP 5141.4), "District employees shall report known or suspected incidence of child abuse in accordance with district regulations and state law. Employees shall fully cooperate with the child protective agencies responsible for reporting, investigating and prosecuting cases of child abuse."

When an employee suspects child abuse, the employee shall immediately meet and discuss the situation with a school counselor or an administrator. Information will be noted (name of person making report, name of child, present location of child, nature and extent of injury, and all other pertinent information.) At that time the counselor or administrator will assist the employee in making a call to Children and Family Services (654-3200) or the local Police Department (Oxnard 385-7600, Sheriff's Dept. 654-2311). The counselor or administrator will make note of time, date and name of official contacted. The employee will then complete and mail

the required written report to the local Children and Family services agency. The counselor or assistant principal will notify the principal.

Employees (mandated reporters) have absolute immunity and are not liable for filing a required report. If a mandated reporter does not wish to disclose his/her identity to a district administrator, he/she shall at least provide or mail a copy of the written report to the district without his/her signature or name after making the required call to Children and Family Services or appropriate law enforcement agency. Mandated reports of sexual activity must be reported to either the Department of Children and Family Services (DCFS) or to the appropriate police jurisdiction. This information will then be cross-reported to the other legal agency.

School manager either mails or faxes over the completed abuse form to CFS within 36 hours of the report. School office manager gives a copy to principal and to the Oxnard School District Superintendent.

SEXUAL ACTIVITY

Child abuse laws change from time to time. Should you suspect that a student is engaged in unlawful sexual activity, please consult with the school social worker and campus officer to determine if particular provisions under this section are current and in effect.

- a. Involuntary sexual activity is always reportable.
- b. Incest, even if voluntary, is always reportable. Incest is a marriage or act of intercourse between parents and children; ancestors and descendants of every degree; brothers and sisters of half and whole blood and uncles and nieces or aunts and nephews. (Family Code §2200).
- c. Voluntary Sexual Activity may or may not be reportable. Even if the behavior is voluntary, there are circumstances where the behavior is abusive, either by Penal Code definition or because of an exploitative relationship, then this behavior must be reported. If there is reasonable suspicion of sexual abuse prior to the consensual activity, the abuse must be reported.

Reportable Sexual Activity if a Child is 14 Years of Age and:

- a. Partner is younger than 14 years old, but there is a disparity in chronological or maturational age or indications of intimidation, coercion or bribery or other indications of an exploitative relationship.
- b. Partner is 14 years or older lewd & lascivious acts committed by a partner of any age partner is alleged spouse and over 14 years of age.

Reportable Sexual Activity if the Child is 14 or 15 years and:

- a. There is unlawful sexual intercourse with a partner older than 14 but less than 21 years of age and there is no indication of abuse or evidence of an exploitative relationship. There is unlawful sexual intercourse with a partner older than 21 years
- b. There is lewd and lascivious acts committed by a partner more than 10 years older than the child is.
- c. The partner is the alleged spouse and over 21 years of age

Reportable Sexual Activity if the Child is 16 or 17 years and:

- a. The partner is less than 14 years of age
- b. There is unlawful sexual intercourse with a partner older than 14 and there is evidence of an exploitative relationship
- c. The partner is the alleged spouse and there is evidence of an exploitative relationship

Reportable Sexual Activity if the Child is under 18 years:

- a. Sodomy, oral copulation, penetration of a genital or anal opening by a foreign object, even if consensual, with a partner of any age.

Not Reportable Sexual Activity:

- a. Child is 14 years or younger and partner is younger than 14 years and of similar age or maturational age. Sexual behavior is voluntary and consensual. There are no indications of intimidation, coercion, bribery, or other indications of an exploitative relationship.
- b. Unlawful sexual intercourse of a child 14 to 15-years old with a partner older than 14 and less than 21 years of age and there is no indication of abuse or evidence of an exploitative relationship.
- c. Unlawful sexual intercourse with a child 16 or 17 years with a partner older than 14 and there is no indication of an exploitative relationship.

Mandated reports of sexual activity must be reported to either the Department of Children and Family Services (DCFS) or to the appropriate police jurisdiction. This information will then be cross-reported to the other legal agency.

STAFF TRAINING

All Oxnard School District staff who work with students are trained annually in regard to child abuse. New employees are trained upon being hired. Employees receive training on their legal obligation under law regarding mandated reporting. Employees also receive training to recognize signs and symptoms of child abuse.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

GENERAL

This Plan addresses the Oxnard School District's responsibilities in emergencies associated with natural disaster, human-caused emergencies and technological incidents. It provides a framework for coordination of response and recovery efforts within the District in coordination and with local, State, and Federal agencies. The Plan establishes an emergency organization to direct and control operations at all sites during a period of emergency by assigning responsibilities to specific personnel. This Plan:

- Conforms to the Federally mandated National Incident Management System (NIMS), State mandated Standardized Emergency Management System (SEMS) and effectively restructures emergency response at all levels in compliance with the Incident Command System (ICS).
- Establishes response policies and procedures, providing Oxnard School District clear guidance for planning purposes.
- Describes and details procedural steps necessary to protect lives and property.
- Outlines coordination requirements.
- Provides a basis for unified training and response exercises to ensure compliance.

OBJECTIVES

- Protect the safety and welfare of students, employees and staff.
- Provide for a safe and coordinated response to emergencies.
- Protect the District's facilities and properties.
- Enable the District to restore normal conditions with minimal confusion in the shortest time possible.
- Provide for interface and coordination between sites and the District Emergency Operations Center (EOC).
- Provide for interface and coordination between sites and the County or city EOC in which they reside.
- Provide for the orderly conversion of pre-designated District sites to American Red Cross shelters, when necessary.

Schools are required by both federal statute and state regulation to be available for shelters following a disaster. The American Red Cross (ARC) has access to schools in damaged areas to set up their mass care facilities, and local governments have a right to use schools for the same purposes. This requires close cooperation between school officials and ARC or local government Representatives, and should be planned and arranged for in advance.

In an Emergency Building Evacuation, all employees will:

- Upon emergency alert, secure work area and depart/report to assigned area.
- Perform duties as pre-assigned by the Principal in cooperation with emergency services personnel.
- DO NOT re-enter the building without permission or request of emergency service authorities.
- Remain in the general assembly areas and calm students if not assigned another duty.
- When signaled to re-enter safe areas of the school, quickly do so.
- Upon safe re-entry, report anything amiss to the Operations Chief.

In an Emergency Building Evacuation, teachers will also:

- Upon alert, assemble students for evacuation using designated routes and account for all students.
- Secure room.
- If possible, leave a note on the door advising where the class evacuated to if other than the standard assembly area.
- Upon arrival at the assembly area, account for all students.
- Secure medical treatment for injured students.
- Report any students missing or left behind because of serious injuries.
- Stay with and calm students.
- If signaled to re-enter school, assure students do so quickly and calmly.
- Account for all students.
- Check room and report anything amiss to the Team Leader and/or Operations Chief.
- Debrief students to calm fears about the evacuation.

In an Emergency Campus Evacuation:

If it is necessary to evacuate the entire campus to another school or relief center, the Principal will:

- Notify the Superintendent of the Campus Evacuation.
- Cooperate with emergency authorities in enlisting students/staff with cars to help transport evacuees.
- Direct the evacuation, assure all students/staff are accounted for as they depart and arrive.

Dismissal of students from the school shall be governed by the emergency procedures outlined in this procedure guide and consistent with the Initial Response System. However, this policy does not preclude the exercise of professional judgment by an administrator when the circumstances of the situation indicate dismissal to be in the best interest of the student.

- Each teacher MUST KEEP THE REGISTER OR ENROLLMENT SHEET OF PUPILS READILY AVAILABLE AT ALL TIMES. The teacher will remain with students until directed otherwise.
- In the absence of orders from the superintendent, each school principal is authorized and directed to implement plans as described herein or take such other action as may be necessary to save lives and mitigate the effects of disasters.
- During an emergency period or condition created by disaster, occurrence students may only be released to parent, guardian or other adult specified on the Emergency Data Card. THERE SHALL BE NO EXCEPTIONS TO THIS POLICY.

Emergency Announcements will be provided on the following radio stations:

AM Radio Stations:

KTNQ-AM 1020 "Univision America" Spanish
KNX-AM 1070 "KNX 1070 Newsradio"
KUNX-AM 1400 "La Super X" Spanish
KKZZ-AM 1520 "La Voz" Spanish
KVTA- AM 1590 "Ventura's Talk Authority"

FM Radio Stations:

KCRU-FM 89.1 "Public Radio for Southern California"
KIND-FM 94.1 "Radio Indigena 94.1" Spanish / Mixteco
KXLM-FM 102.9 "Radio Lazer 102.9 FM" Spanish

CALIFORNIA EMERGENCY SERVICES ACT (CHAPTER 7, DIVISION 1, TITLE 2, CALIFORNIA GOVERNMENT CODE)

The Act provides the basic authorities for conducting emergency operations following a proclamation of Local Emergency, State of Emergency, or State of War Emergency by the Governor and/or appropriate local authorities, consistent with the provisions of this Act.

CALIFORNIA GOVERNMENT CODE, SECTION 3100, TITLE 1, DIVISION 4, CHAPTER 4.

States that public employees are disaster service workers, subject to such disaster service activities as may be assigned to them by their superiors or by law. The term "public employees" includes all persons employed by the state or any county, city, city and county, state agency or public district, excluding aliens legally employed.

The law applies to public school employees in the following cases:

- When a local emergency is proclaimed.
- When a state of emergency is proclaimed.
- When a federal disaster declaration is made.

The law has two ramifications for School District employees:

1. It is likely that public school employees are pressed into service as Disaster Service Workers by their superiors, and may be asked to do jobs other than their usual duties for periods exceeding their normal working hours.
2. When pressed into disaster service, employees' Workers' Compensation Coverage becomes the responsibility of state government (OES), but their overtime pay is paid by the school. These circumstances apply only when a local or state emergency is declared. States that (the Governor's Office of Emergency Services has stated) inadequately trained school staff render school officials potentially liable for acts committed or omitted by school staff acting within the scope of their training during or after a disaster. (Sub Sections 835-840.6). It requires that school districts be prepared to respond to emergencies using SEMS. (Section 8607, the Petris Bill).

CALIFORNIA CIVIL CODE, CHAPTER 9, SECTION 1799.102

It provides for "Good Samaritan Liability" for those providing emergency care at the scene of an emergency. ("No person, who, in good faith and not for compensation, renders emergency care at the scene of an emergency, shall be liable for any civil damages resulting from any act or omission. The scene of an emergency shall not include emergency departments and other places where medical care is usually offered.")

PUBLIC AGENCY USE OF SCHOOL BUILDINGS FOR EMERGENCY SHELTERS

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

AFTER SCHOOL PROGRAM

The after-school program staff is trained annually in regard to disaster response. The District maintains a full-time After School Program Manager, who oversees safety training and disaster preparedness for the program. The After School Program Manager ensures that the following safety components are addressed within the after-school program environment:

- Elements of a safe and orderly environment
- Emergency evacuation procedures
- Student release procedures
- Incident Command Team responsibilities
- Child abuse reporting
- Rules, expectations and consequences
- Non-discrimination and harassment reporting

TRAINING

All staff are trained annually in regard to disaster procedures within the Comprehensive School Safety Plan and the District's Emergency Operations Plan. The school conducts monthly safety drills for fire and earthquake. The school also conducts a lockdown security drill at a minimum of once yearly within the first month of school under the direction of the School Resource Officer.

FOR DISASTER PLAN PROTOCOLS AND PROCEDURES (SEE APPENDICES).

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

The Oxnard School District Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5)

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to himself/herself or others. (Education Code 48915)

The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be specified in administrative regulation.

Suspended or expelled students shall be excluded from all school-related extracurricular activities during the suspension or expulsion.

STUDENT DUE PROCESS

The board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in administrative regulation and law. (Education Code 48911, 48915, 48915.5)

ALTERNATIVES TO SUSPENSION / OPTIONS

All schools within the Oxnard School District may establish a suspension program, which involves progressive discipline during the school day on campus, conferences, detention, student study team, referral to support services staff and/or other resources including District.

REQUIRED PARENTAL ATTENDANCE

The teacher of the class from which the student was suspended may require the parent/caregiver to attend a portion of a school day in the classroom in coordination with the principal and in accordance with all related policies/regulations for implementing this school suspension option.

DEFINITIONS

Suspension from school means removal of a student from ongoing instruction for adjustment purposes.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision of school personnel.

NOTICE OF REGULATIONS

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Education Code 35291.5, 48900.1, 48980)

Notification shall include information about the availability of individual school rules and all district policies and regulations pertaining to student discipline. (Education Code 35291)

GROUNDINGS FOR SUSPENSION AND EXPULSION

Students may be subject to suspension or expulsion for committing any of the acts listed below:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
(2) Willfully used force or violence upon the person of another, except in self-defense.
- b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
- c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
- d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco, or tobacco products.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
- l) Knowingly received stolen school property or private property.
- m) Possessed an imitation firearm.
- n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
- o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
- r) Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:
 - (1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:
 - (A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
 - (B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
 - (C) Causing a reasonable pupil to experience substantial interference with his or her academic performance.
 - (D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.

(2) (A) "Electronic act" means the transmission, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication.

(i) A message, text, sound, or image.

(ii) A post on a social network Internet Web site including, but not limited to:

- (I) Posting to or creating a burn page. "Burn page" means an Internet Web site created for the purpose of having one or more of the effects listed in paragraph (1).
- (II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
- (III) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

(B) Notwithstanding paragraph (1) and subparagraph (A), an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

(3) "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs

s) Aided or abetted the infliction or attempted infliction of physical injury.

E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.

E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.

E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.

E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

MANDATORY RECOMMENDATION FOR EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be in violation of Education Code 48915(a)(1), unless the principal determines that alternative means of correction would address the conduct.

(a)(1)(A) Causing serious physical injury to another person, except in self-defense.

(a)(1)(B) Possession of a knife, or other dangerous object of no reasonable use to the pupil.

(a)(1)(C) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).

(a)(1)(D) Robbery or extortion.

(a)(1)(E) Assault or battery upon any school employee.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be in violation of Education Code 48915(c). Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))

2. Brandishing a knife as defined in Education Code 48915(g) at another person.

3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.

4. Committing or attempting to commit a sexual assault.

5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts, which may involve the possession or sale of narcotics or of a controlled substance, or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student’s suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL’S DISCRETION IN RECOMMENDING EXPULSION

Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has “latitude of choice within certain legal bounds.” When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

BULLYING

CALIFORNIA STATE LAW REGARDING BULLYING

Right to Safe Schools. All students and staff of public primary, elementary, junior high, senior high schools, and community colleges, colleges, and universities have the inalienable right to attend campuses which are safe, secure and peaceful.

AB 9 – Seth’s Law

Requires schools to establish policies to prevent bullying and to address and be responsive to complaints about bullying.

- Requires school districts to include in its non-discrimination policy a detailed list where discrimination, harassment, intimidation, and bullying are prohibited under existing law—actual or perceived sexual orientation, gender, gender identity expression, race or ethnicity, nationality, religion, disability, or association with a person or group with one or more of these actual or perceived characteristics.
- Requires each school districts non-discrimination policy to describe the district’s procedure for addressing discrimination and harassment complaints; and be publicized in places for student and parental access.
- School districts are to strengthen professional development curricula for teachers, school counselors, and administrators with instruction on identifying and stopping discrimination and harassment and creating a school-wide culture of inclusion and respect for differences.

AB 746 - Cyber bullying.

Existing law, the Interagency School Safety Demonstration Act of 1985, defines bullying as one or more acts of sexual harassment, hate violence, or intentional harassment, threats, or intimidation, directed against school district personnel or pupils, committed by a pupil or group of pupils. Under existing law, bullying, including bullying committed by means of an electronic act, as defined, is a ground on which suspension or expulsion may be based. This bill would specify that an electronic act for purposes of the act includes a post on a social network Internet Web site.

AB 1156 – Bullying In Schools

Redefines California anti-bullying law by expanding the definition of bullying and linking it to academic achievement. It will also strengthen policies and procedures to reduce bullying in schools and keep students safe.

- Requires training of school site personnel in the prevention of bullying
- Links bullying to academic achievement
- Gives victims of bullying priority for school transfer, if requested
- Encourages school districts and county offices of education to include policies and procedures on the prevention of bullying in the school safety plan

OXNARD SCHOOL DISTRICT BOARD POLICY 5131.2

Bullying

The Board of Trustees recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

Cyberbullying includes the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Strategies for bullying prevention and intervention shall be developed with involvement of key stakeholders in accordance with law, Board policy, and administrative regulation governing the development of comprehensive safety plans and shall be incorporated into such plans.

Bullying Prevention

To the extent possible, district and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and strategies to establish a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for perpetrators of bullying.

The district may provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies.

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias.

Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When appropriate, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators. He/she also may involve school counselors, mental health counselors, and/or law enforcement.

Complaints Procedures

The Board hereby designates the following position to handle complaints regarding bullying and inquiries regarding the district's bullying policies:

Assistant Superintendent, Human Resources and Support Services

1051 South A Street

Oxnard, CA 93030

(805) 385-1501 ext. 2050

Any student who feels that he/she has been subjected to bullying should immediately contact the Coordinator, the principal, or any other staff member. Any student or school employee who observes an incident of bullying should report the incident to the Coordinator or principal, whether or not the victim files a complaint.

Upon receiving a complaint of bullying, the Coordinator shall immediately investigate the complaint in accordance with site-level complaint procedures specified in AR 1312.3- Uniform Complaint Procedures.

The Superintendent or designee shall ensure that the student handbook clearly describes the district's bullying policy, procedures for filing a complaint regarding bullying, and the resources that are available to students who feel that they have been the victim of bullying. The district's policy may also be posted on the district website or any other location that is easily accessible to students.

When a student is reported to be engaging in bullying off campus, the Assistant Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.

When a student uses a social networking site or service to bully or harass another student, the Assistant Superintendent or designee shall file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

Discipline

Any student who engages in bullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion, in accordance with district policies and regulations. Alternative means of correction will be considered where appropriate, as required by Education Code section 48900.5

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.

- (a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 or Section 48915 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.
- (b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.
- (c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision a is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.
- (d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.
- (e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational

environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

The purpose of the dress code policy is to ensure a safe and secure environment in which students can benefit from a quality education.

Gang related apparel is defined as apparel that reasonably can determine to threaten the health and safety of the school environment if it were worn or displayed on a school campus

California Education Code Title V, Section 302: A pupil who goes to school without proper attention having been given to personal cleanliness or neatness of dress, may be sent home to be properly prepared for school, or shall be required to prepare himself for the schoolroom before entering.

Students may not wear clothing or hairstyles that will be disruptive to the educational process.

All students at McKinna will be held to the McKinna dress code policy. Students who violate the dress code policy will be requested to fix inappropriate clothing by changing into appropriate clothing. Students can call parents or guardians to bring appropriate clothing to school and change, to adhere to the school's dress code policy.

The school dress codes are regularly reviewed by the School Site Council and/or the School Safety Committee following the board education policies.

1. Shoes must be worn at all times. Open-toe sandals, slippers, and crocs are inappropriate for safety reasons. Loaner shoes are not available.
2. Halter tops, spaghetti straps, tube tops, see through outfits, off the shoulder blouses, and bare midriffs are prohibited. Undergarments may not be visible. Scary images such as Friday Nights at Freddy's, Squid Game etc. are not appropriate for school.
3. Clothing, personal items, or jewelry which display or promote alcohol, drugs, tobacco or other inappropriate language or pictures are not permitted.
4. Students are not allowed to wear clothing or styles that can be considered gang-affiliated (bandanas, beanies, oversized clothing, etc.). This includes sports teams that may promote gang affiliation (i.e. Dallas Cowboys, Raiders, White Sox). Shorts that stop between mid-calf and knees worn with long socks are considered gang attire and may not be worn. Pants must stay up on hips without the use of a belt. Belts must be appropriately fitted.
5. Bike shorts and short shorts are prohibited. Pants and shorts may not have holes above mid-thigh.

6. Hats and hoodies may not be worn inside the classroom.
7. Clothing that is disruptive to the educational environment is prohibited.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

The Safety Committee continuously assesses the needs of the school in regard to safe ingress and egress of students and staff. Working collaboratively with all stakeholders, parent concerns and ideas are considered when making any changes to improve student/campus safety.

Parents/Guardians are asked to provide emergency contact information for their children at the beginning of the year and are asked to make updates as soon as possible when contact information changes. Parents and guardians are responsible to provide the school with legal/custodial paperwork regarding a student. The legal documents are attached to the student's emergency card and will be followed accordingly.

Parents/Guardians are responsible to provide the school with legal/custodial paperwork regarding a student. The legal documents are attached to the student's emergency card and will be followed accordingly.

School Hours

- The regular student day is from 8:10 a.m. to 2:25 p.m. for students from grades 1-5. The regular school day for TK and Kindergarten students is from 8:10 am to 1:32 p.m. (with the exception of attending before or after school intervention classes, the After School Program, or early release days.
- Upon arriving at school, students are to immediately come onto campus through the front school gates.
- Students are not allowed to loiter outside campus gates.
- Students not participating in after school activities are to leave campus immediately by walking or riding the bus.
- Parents dropping off students at school should be aware that there is no supervision available before 7:40 am. School office hours are 7:30 a.m. to 4:00 p.m.
- Students enter through front gates off of South N Street and J Street upon arrival, and the same gates during dismissal times.

Closed Campus

- McKinna is a closed campus. All gates which provide access to the classrooms and other rooms, except the main office, remain locked during regular school hours.
- Staff continuously monitors the safety of all students upon arrival and dismissal from school, including at the bus stops, and throughout the school day, following established routines and procedures.
- All visitors to the campus must check in at the office, sign in and obtain a visitor's pass/badge.

Leaving Early

- Students may leave campus, prior to dismissal; if parents, guardians, or persons designated by parents/guardians (and are on the emergency card) pick up students from school.
- Persons picking up students during the day must present a valid ID, be 18 years of age, noted on the emergency contact information, and sign the student(s) out in the office.

Tardy/Late Policy

School begins at 8:10 am.

- If the student arrives after the tardy bell, the student must check into the office prior to going into the classroom. The student will receive an excused/unexcused tardy slip, then will be directed to go to the classroom.
- A truant tardy will be marked when the student arrives 30 minutes or more after the school's start time, without a valid excuse.

Excused Absences

- When a student is absent, the Parent or guardian needs to notify the school through a written note or phone call to the office within 72 hours of the absence.

Excused absences include: illness, medical/dental appointments, court appearances (for students), religious observations, or death of an immediate family member.

Truancies

The following are considered truancies:

1. Being absent from school without the knowledge and consent of the parent/guardian/school.
2. Leaving the school grounds during the day without permission.
3. Staying out of class without permission

If a student is habitually late or absent from school, various measures may be taken including referral to SARB (School Attendance Review Board). Truancy is a violation of the California Education Code and includes consequences ranging from requiring parents to attend parenting classes to fines levied to parents. In some cases of truancy, students may face disciplinary action that may include after school detention depending on circumstances.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

Positive School Climate

Element:

School-Wide Positive Behavior Support

Opportunity for Improvement:

Site-based response see examples below.

Objectives	Action Steps	Resources	Lead Person	Evaluation
<p>To encourage "Positive School Climate," All students will have access to positive behavior support systems through Safe & Civil Schools. PBIS guidelines, rules & expectations will be taught and modeled. Restorative approaches such as CHAMPS will be utilized to help teach self-regulation and self-control. Positive behavior will be reinforced by Catch of the Day cards, and certificates given at awards ceremonies.</p>	<p>Principal, Classroom Teachers, Counselor present to classes and at assemblies - opening climate assemblies, anti-bullying assemblies, assemblies to reinforce and teach school wide expectations for success.</p>	<p>Staff</p>	<p>PBIS Team Members & Outreach Specialist and Counselor</p>	<p>Principal will use the number of referrals to evaluate if our objective is being met. Our goal is to decrease the number of behavior referrals from one year to the next.</p> <p>Panorama survey results will be used to evaluate how safe and connected students feel to school.</p>
<p>Teachers will identify exemplary students.</p>	<p>Awards assemblies 3-4 times yearly to recognize exemplary students.</p>	<p>Certificates and peace signs purchased from Oriental Trading.</p>	<p>PBIS Team, Principal, Counselor</p>	<p>Principal will use the number of referrals to evaluate if our objective is being met. Our goal is to motivate student to make good decisions and decrease the number of behavior referrals from one year to the next.</p> <p>Panorama data used to see how connected to school students are feeling.</p>
<p>All students and staff will participate in PBIS Safe & Civil Schools protocols. New teachers trained.</p>	<p>VCOE trainer trains teachers teachers who were not trained. Some staff members can be trained through site and district resources.</p>	<p>Handouts from workshop. Posters were created by the staff and will be posted in hallways, on the playground and in the cafeteria.</p>	<p>PBIS Team, Principal, Counselor</p>	<p>Student will have tools and strategies to have self-control and make good decisions throughout the day. This will result in less behavior referrals throughout the school year.</p>

Objectives	Action Steps	Resources	Lead Person	Evaluation
Restorative discipline model implemented which includes reflective questions and conflict mediation strategies practiced with students.	Principal and Counselor lead and model for students. Reflection documents made available for teachers.	Reflection forms	PBIS Team, Principal and Counselor	<p>Panorama survey data will be used to see how safe and connected students feel.</p> <p>Behavior referrals will be used to evaluate if our restorative efforts are allowing students to solve conflicts in a positive way.</p> <p>Counselor will provide information based on number of students serviced who benefit or use restorative strategies.</p>
Develop and implement a comprehensive schoolwide positive behavior support system founded in the behavior positive support model of CHAMPS: Conversation, Help, Activity, Movement, Participation & Success for the common areas of the campus.	<ol style="list-style-type: none"> 1. Hold regular meetings with McKinna's Safety Committee 2. Conduct school-wide training 3. Identify a way to disseminate school-wide behavior expectations 4. Reduce the number of referrals due to negative behavior 5. Provide staff with resources that emphasize components of the CHAMPS program. 6. Hold student assemblies to discuss behavior expectations 	Champs School Wide Training for staff and students	PBIS Team, including Principal, Counselor, ORC	Office referrals Staff Feedback Parent Feedback

Objectives	Action Steps	Resources	Lead Person	Evaluation
Teachers, support staff, administration, parents and students will work together and build a sense of community.	<ol style="list-style-type: none"> 1. Staff shall practice a code of ethics that embraces Cultural Proficiency. 2. Staff will work with parents and students in a way that affirms universal human values such as respect, honesty and fairness. 	PBIS resources, Counselor, PBIS Team	Counselor, Support Staff, PBIS team	Observation PBIS survey
Develop an MTSS model including SST process to meet the needs of students with social - emotional challenges.	<ol style="list-style-type: none"> 1. Use a tiered system with wrap around services to identify students who are in need of intervention to include possible counseling services and services beyond school counseling. 2. Outreach Consultant can contract community resources for off-site support for students and their families and/or provide PPP classes to the parents and guardians of the student. 	VCBH Social Worker Counselor ORC PBIS team Student Support Team	Counselor, ORC, Social Worker, PBIS Team, Student Support	Pre and Post measures Teacher reports & observations Office referrals Student interviews
Teachers, Campus Supervisors and support staff trained in the PBIS-CHAMPS model.	<ol style="list-style-type: none"> 1. Meetings & trainings with teachers, staff, Campus Supervisors to discuss support strategies and student concerns 	CHAMPS, PBIS	Principal, ORC, Counselor	Agendas Office Referrals

Objectives	Action Steps	Resources	Lead Person	Evaluation
Counselor and ORC plan school wide activities to engage and promote positive student behavior throughout the school day.	<ol style="list-style-type: none"> 1. Field Day for students who are positive behavior in the class and school 2. Friday Drawing of Catch of the Day 3. Spirit Weeks 4. Anti Bullying assemblies 	Counselor, ORC, Social worker, campus supervisors and Field Day equipment, Catch of the Day tickets	ORC and Counselor	Office Referrals, teacher observations and feedback on student behavior

Component:

School's Safe Physical Environment

Element:

Safe School Environment

Opportunity for Improvement:

Site-based response (See examples below)

Objectives	Action Steps	Resources	Lead Person	Evaluation
Staff will be familiar with new terminology included in Lockdown Procedures distributed by OPD.	Email and provide hard copy of new terminology and lockdown procedures to staff.	Oxnard Police Department Handout	Safety Team, Principal	Staff will know what to do during a lockdown.
After School Program will participate in lockdown drills to ensure safety of students throughout the regular and extended school day.	Inform ASP staff of McKinna lockdown drill procedures. Meet with ASP staff to schedule a drill. Follow up with ASP staff to see how drill went.	Oxnard Police Department Handout	Safety Team, Principal	Oxnard Police Department will give feedback to staff after drills have been completed.
Keep children safe while crossing streets. Teachers talk to students about crosswalk safety.	Crossing Guard on J street crosswalk, Teachers reinforce safety	Oxnard Police Department and the City of Oxnard.	Safety Team, Principal	OPD, Crossing Guard will provide feedback on our ingress and egress.
Staff representatives attend at least one of 3 Disaster trainings: Medical, Reunification, or Search & Rescue.	Attend Safety trainings and share with remainder of staff	SERT: School Emergency Response Team	Safety Team, Principal	Safety team organize & evaluate school wide practice drills
Principal and team will learn how to de-escalate situations where students become agitated and if necessary, practice safe restraint methods	Attend NCPI training.	SELPA NCPI Trainings	Campus Supervisors, Safety Team, Principal	Staff will be able to address situations where students become highly agitated using best practices.
Keep students physically, emotionally and mentally safe at school.	Staff will be informed about their responsibility to report suspected child abuse and neglect. OPD and Social worker will provide support.	Oxnard Police Department, Counselor, ORC and Social Worker.	Principal	Principal will review monthly reports of referrals from the ORC, counselor and social worker and parent concerns.
OPD is available on call for support, including conducting traffic safety assessment, Active Shooter training & Lock Down drill evaluation.	Active Shooter training yearly; Conduct Lock down drills with OPD support; Traffic assessment support	OPD, Risk Management, Teachers	Principal, Risk Management, OPD	Teachers and staff will provide feedback on ingress, egress and drills.
Keep students physically, emotionally and mentally safe at school.	ORC, Counselor, Social Worker and Principal will meet weekly to discuss supports to provide students	ORC, Counselor, Social Worker and Principal	ORC, Counselor, Social Worker and Principal	Team will review referral and provide resources and/or support to address student needs.
The PBIS team will meet monthly to discuss areas that need to improve the safety around our school	PBIS monthly meetings	PBIS team including Counselor, Teachers, Librarian and Admin	PBIS Team	Team will provide observations and analyze referrals to evaluate the school safety

Component:

Disaster Preparedness

Element:

School Safety

Opportunity for Improvement:

Site-based Response

Objectives	Action Steps	Resources	Lead Person	Evaluation
Ensure that the campus is safe from unwanted intruders.	Closed campus and sign in procedures, monitor entrance gates.	Campus Supervisors, Admin, Custodians	Principal/Office Manager	Gates will remain locked.
All students and staff members will be familiar with safety procedures.	<p>1. Monthly fire drill and bimonthly earthquake and lockdown drills will be scheduled for all students and staff to participate.</p> <p>2. Office team including ORC and Counselor will meet to discuss safety procedures including student release during a lockdown drill</p> <p>3. The Safety Committee will meet monthly to review safety procedures including student release during a lock down drills, and discussing procedures for all drills.</p>	<p>Great Shakeout Earthquake simulation.</p> <p>Safety Committee</p>	Principal and Office Manager	Students and staff will demonstrate safe behavior during drills. Teachers and staff will be asked to provide feedback.
Teachers will be familiar with techniques for search and rescue, emergency first aid, fire containment and lockdown procedures	Safety Team sharing best practices from SERT trainings.	Oxnard Fire Department and Oxnard Police Department.	Members of the Oxnard Police Department and Principal.	Teacher debriefing and response.
Staff members will attend disaster training for medical, reunification and search and rescue. School emergency response team training series. (SERT)	All members of the safety team and additional staff members attended at least one of the three trainings. Lead safety team members attended all 3 trainings.	School Emergency Response Team Training coordinated through Risk Management	Principal and Safety Team	Utilized training to set up teams and structure site practice drills which include reunification procedures.

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

McKinna Elementary School Student Conduct Code

Staff, parents, and students at McKinna Elementary School work together to support and maintain a safe and secure school environment that is conducive to learning and that provides opportunities for each student to develop personal and social responsibility, self-esteem, respect, and consideration for others, while attaining high academic achievement. The staff works collaboratively to ensure that all students receive a quality instructional program. A progressive discipline model provides the opportunity to teach appropriate behavior through the use of intervention and a corrective action. Each situation or violation involving student conduct should be individualized and the least punitive action based on the violation should be taken. Corrective action taken by the administrator shall take place per Ed Code guidelines after progressive discipline interventions by the school fail to bring about proper conduct. These corrective measures are intended to assist in teaching appropriateness and responsibility, while maintaining consistent student discipline on campus. McKinna utilizes a restorative model based a Positive Behavior Intervention System through Safe and Civil Schools.

School Wide Expected Behaviors are reinforced throughout the year to promote a positive and healthy learning environment. The 5 expectations that are communicated to students, staff and families are: Be Safe, Be Respectful, Be Responsible, Be Kind, Make Wise Choices

McKinna reinforces these Positive Behavior Guidelines for fostering a healthy and safe learning environment through weekly announcements and assemblies throughout the year. In addition, McKinna teachers and staff provide our students strategies to help them develop social-emotional problem solving strategies. These strategies and support resources are shared with families throughout the year.

Additionally, McKinna is building a healthy school culture and climate through the restorative practices model. Restorative Practices effectively foster supportive and safe school climates by preventing, addressing, and changing behaviors that hurt individuals, families, schools, and communities. Because they provide structures and skills needed to create and maintain positive relationships, Restorative Practices help strengthen the communication between adults on campus. They are also the preferred approach to address student behavior issues because they reflect the importance of relationships among students and between teachers and students. These approaches provide students with opportunities to develop self-discipline and positive behaviors in a caring, supportive environment. A restorative approach sees conflict or misbehavior as an opportunity for students to learn about the consequences of their actions, to develop empathy with others, and to experience making amends in such a way that strengthens community bonds that have been damaged.

When a student causes harm, reflective dialog is facilitated by support staff that includes conversation to evoke reflection on how the behavior has affected others. In addition, restorative dialogues help to resolve conflict or appreciate others and asks some version of the following questions:

1. From your point of view, what happened?
2. What do you remember thinking or feeling at the time?
3. How have you and others been affected?
4. What feelings and needs are still with you?
5. What do you think should happen next? What will help us solve the problem? What tools can be used next time to prevent this problem?

McKinna plans to introduce classroom circles which are group discussion format which is a mainstay of Restorative Practices and can be used in a variety of ways including but not limited to: Building community, Making agreements, Solving problems, Exploring class material.

McKinna also utilizes Restorative Discipline and Other Means of Correction- More formal actions to maintain high behavioral expectations for which all students are held accountable and may be used in lieu of, or in addition to, traditional means of discipline such as suspension that may include: Restorative conferences, Behavior support plans, Peer mediation, Community services, Referrals to counseling, mentoring, or after-school programs.

We want our students to develop self-regulation, growth mindset, a sense of values and to become:

Caring, honest, responsible, polite, respectful, knowledgeable of right and wrong, fair, positive in outlook, compassionate and self-disciplined

BELIEFS

We believe our rules and procedures will:

Provide a starting point for behavior and conduct expected.

Provide a framework of expectations, rewards, and consequences, so we can be consistent and fair in disciplining students.

Promote overall school safety and security for each student.

Demonstrate our agreement and commitment to developing self-discipline and responsible youth.

Provide opportunities for students and parents to participate with school faculty, staff and administration in ensuring the highest possible instructional climate.

Promote knowledge and teach behavior which will help each student become self-respecting, successful and contributing adults.

PHILOSOPHY

A student's education is dependent upon a team effort involving the student, parents, and school personnel. Each member of the team has specific responsibilities which must be met if the educational experience is to have the greatest positive results. Students, parents, and teachers are encouraged to maintain an ongoing dialogue about the standards for personal conduct concerning life at school. We want to be an extraordinary place of safety and positive opportunity for everyone.

Expectations of Students

Attend school regularly and be on time for each class.

Know and follow school rules and regulations.

Be courteous and respectful to school personnel, fellow students and the public in general.

Respect the learning of others.

Respect public and private property.

Expectations for Parents

Assure that your child is in school and on time each day.

Ensure that your child is appropriately prepared for school (dress, nutrition, and sleep).

Be responsible for your child's behavior.

Teach the pupil respect for the law and the rights of others.

Visit the school periodically and participate in conferences as called.

Know the district, school and classroom rules and regulations and be supportive of your school.

Help your child to learn self-discipline and control.

Expectation for Teachers

Provide positive learning experiences appropriate for each student.

Consistently enforce classroom rules, district rules, and policies.

Communicate on a regular basis with parents concerning their child's progress.

Be available to parents for conferences and communication.

Continually improve professional competencies in matters of student control and discipline.

Develop enthusiasm for learning through experiences that are interesting and relevant to pupils.

Expectations for Administrators

Inform students and parents about school district discipline standards.

Consistently monitor classroom, school and district rules and policies.

Counsel with students and parents regarding disciplinary matters.

Provide professional growth experiences which will assist staff in increasing competencies for student control and discipline.

Provide leadership that will establish, encourage and promote teaching and effective learning.

Work closely with parent groups to design a Parent/Student/School Compact that outlines the responsibility and expectations for each group.

Basic School Guidelines and Rules

Attend school regularly.

Be on time.

Be prepared for class.

Treat others with respect, care and consideration.

Promptly obey school authorities without argument.

Conserve and protect the school and private property.

Engage in activities without "body contact."

Follow all school, playground, and rules.

Use appropriate language.
Follow district dress/uniform standards.
Use class time wisely.
Work quietly without disturbing others.
Respect the rights of others.
Complete all assignments on time.
Follow other rules which may be adopted in individual classrooms.

Students may be disciplined for acts related to school activities or attendance which occur at any time including:

While on school grounds;
While going to or coming from school;
During the lunch hour whether on or off campus;
During, or going to or coming from, a school-sponsored activity.

GENERAL

Education Code 44807: Every teacher in the public schools shall hold Pupils to a strict account for their conduct on the way to and from school, on the playgrounds, or during recess. A teacher, vice principal, principal, or any other certificated employee of a school district, shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of his duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning.

CONDUCT CODE PROCEDURES

The school rules and procedures were developed and adopted in accordance with California education code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas.

(J) Hate Crime Reporting Procedures and Policies

In order to create a safe learning environment for all students, the Board of Trustees desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual based on his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the teacher and Principal. Upon receiving such a complaint, the Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 - Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation. Students are expected to respect all others while on school grounds or while participating in school activities. Any student engaging in hate-motivated behavior will be subject to the school discipline policies in accordance with the district policies and guidelines.

Safety Plan Review, Evaluation and Amendment Procedures


A Safety Committee is created every school year. The purpose of the committee is to review the Safety Plan on a continual basis and make any necessary changes in order to ensure the safety of students and staff. The committee meets monthly to review and make necessary recommendations and changes. All changes are brought to the attention of the staff and stakeholders at meetings. The completed plan will be distributed to team members by email and printed copies for review. Parents and teachers have been invited to participate in the review and revision of the plan. The plan will be translated into Spanish to make it accessible to the majority of parents. A copy of the school plan will be available in the school office for review. The plan is reviewed in January by the SSC and submitted to the School Board for review and approval in February.

Comprehensive School Safety Plan SB 187 Compliance Document

2022-2023 School Year

School: Ramona Elementary School
CDS Code: 56725386055362
District: Oxnard School District
Address: 804 Cooper Road
 Oxnard, CA 93030
Date of Adoption: 02/15/2023
Date of Review: -with Staff
 11/29/2022
 -with Law Enforcement
 January 2023
 -with Fire Authority
 January 2023

Reviewed by:

Name	Title	Signature	Date
Dr. Andres Duran	Principal		12/12/2022
Fire Department Representative			
^{Maria Cervantes} Yulisa Mendoza	School Site Council Chair		12/13/2022
Claudia Martinez	Site Safety Committee Representative		12-12-22
Ramona Balderas	Site Safety Committee Representative		12-12-22
Rosa Castillo	ELAC Committee President		12/14/22
Maribel Nash	ORC		12/12/22
Yesenia Hernandez-Cedillo	School Safety Committee Representative		12/12/22



 12/12/22

Comprehensive School Safety Plan SB 187 Compliance Document

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 January 2023

Reviewed by:

Name	Title	Signature	Date
Dr. Andres Duran	Principal		
Fire Department Representative <i>SCOTT BREWER</i>	<i>EMERGENCY SERVICES MANAGER</i>	<i>[Signature]</i>	<i>1/30/23</i>
Yulisa Mendoza	School Site Council Chair		
Claudia Martinez	Site Safety Committee Representative		
Ramona Balderas	Site Safety Committee Representative		
Rosa Castillo	ELAC Committee President		
Maribel Nash	ORC		
Yesenia Hernandez-Cedillo	School Safety Committee Representative		

Name	Title	Signature	Date
Police Department Representative	Emergency Service Director for Oxnard		
Fernando Ayala	After-School Program Site Coordinator		12-15-22
Jose Llamas	School Safety Committee Representative		12-15-22
Michael Lozano	Site Safety Committee Representative		12.12.22
Bridget Sims	Site Safety Committee Representative		12-12-22
Jo Casta Decker	Site Safety Committee Representative		12.12.22
Elizabeth Xahuentitla	Site Safety Committee Representative		12-12-2022

Name	Title	Signature	Date
Police Department Representative	Emergency Service Director for Oxnard	<i>[Handwritten Signature]</i>	1/4/23
Fernando Ayala	After-School Program Site Coordinator		
Jose Llamas	School Safety Committee Representative		
Michael Lozano	Site Safety Committee Representative		
Bridget Sims	Site Safety Committee Representative		
Jo Casta Decker	Site Safety Committee Representative		
Elizabeth Xahuentitla	Site Safety Committee Representative		

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Senate Bill 187: Comprehensive School Safety Plan Purpose

Effective January 1, 2019, Assembly Bill 1747 (Rodriguez), School Safety Plans, became law. This bill requires that during the writing and development of the comprehensive school safety plan (CSSP), the school site council or safety committee consult with a fire department and other first responder entities in addition to currently required entities. It requires the CSSP and any updates made to the plan to be shared with the law enforcement agency, the fire department, and the other first responder entities.

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

- Assessment of school crime committed on school campuses and at school-related functions
- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy (electronic or paper) of the Comprehensive School Safety Plan is provided yearly to the following:

- School staff
- Parents
- After-school program staff
- Oxnard Police Department
- Oxnard Fire Department
- Early Childhood Education staff
- Volunteer Coaches

A copy of the Comprehensive School Safety Plan is available for review online at www.oxnardsd.org or in the Ramona Elementary School's office.

COVID-19 PANDEMIC INFORMATION FOR 2022 – 2023 SCHOOL YEAR

For the most up-to-date information concerning our COVID-19 protocols, feel free to visit the following websites:

Oxnard School District @ www.oxnardsd.org

Safety Plan Vision

Ramona's Vision - Empowering Ramona Elementary students to achieve excellence through hard work, perseverance, and a commitment to lifelong learning.

Ramona Mission provides a safe, nurturing environment where students reach their academic potential and become responsible global citizens.

The social-emotional development, health, and well-being needs of students will be met in a learning environment that is safe, drug-free, and conducive to learning.

Ramona School is committed to the following:

- Guide students to become globally responsible citizens using technology and collaboration to develop critical, independent thinkers and leaders.
- Provide a supportive environment that addresses all students' needs, including nutrition, physical, social-emotional, safety, intellectual growth, and development.
- Educate confidently with a positive attitude and enthusiasm with respect for students, parents, and each other.
- Provide opportunities for family and community to participate in school committees and events.
- Create an environmentally responsible campus.

Attend professional development that enhances our understanding of research-based practices

Components of the Comprehensive School Safety Plan (EC 32281)

Ramona Elementary School Safety Committee

Oxnard Police Department Representative, Rosa Castillo (ELAC President-) Maribel Nash (ORC), Claudia Martinez (Counselor), Jose Llamas (Teacher), Ramona Balderas (Teacher), Dr. Andrés Durán (Principal), Yesenia Hernandez Cedillo, Office Manager, Police Department Representative, After-School Coordinator Fernando Ayala

Assessment of School Safety

As a measure of assessment, staff, Classified and Certificated, Parents, and Community members provide input and feedback on campus safety. These are our findings:

Students and staff have the right to a safe and secure campus free from physical and psychological harm. School administration and staff are committed to maximizing school safety, creating a positive learning environment that teaches violence prevention strategies, and emphasizing high expectations for student conduct, responsible behavior, and respect for others.

The Risk Management Department from the District conducts a Safety Inspection of each campus each year. A report is submitted, and necessary changes are made by school or district personnel. The Lead Custodian and the Principal conduct monthly safety inspection and submit information to the District Office. The principal plans and executes monthly lock-down, fire, and earthquake drills to prepare staff and students. Any safety issues are reported by staff to the administration as they are noticed and handled by the Lead Custodian or through work orders to the district office.

The school safety assessment was a review of the following:

- Office Referrals
- Attendance Rates/School Attendance Review
- Suspension/Expulsion Data
- Panorama Survey
- Local Law Enforcement Juvenile Crime Data
- Property Damage Data

After reviewing the current policies in place at Ramona School, the following areas need to be addressed:

Behavioral expectations: Overall, behavior has been minimal in all areas for the 2022-2023 school year. However, there was a surge of behaviors in the playground (before the COVID19 Pandemic), which was addressed by further separating the grades during recess. This year, we have also addressed behavior by ensuring students know the expectations in all areas by having clear signs with the rules posted and school assembly.

Attendance: We continue to work with students and families through parent meetings, home visitations, and supporting students' social-emotional well-being. Attendance concerns are addressed during our weekly meetings and through attendance letters or formal meetings. However, covid like symptoms or other common ailments keep students absent. We continue to monitor attendance and refer to SARB students as needed.

Suspension/Expulsion: Most behaviors have been addressed by other means of correction and parental involvement. Concerns from the prior year included areas such as the cafeteria, bathrooms, and hallways. These are still areas where students congregate and therefore continue to be monitored.

Panorama Survey: Teacher-student relations and a growth mindset will be our focus for the year, given that we are lower than the district. Specifically, 3rd grade scored lower on teacher relations, males versus females, and homeless vs. non-homeless.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

The following strategies and programs are consistent with California educational code 32281 and reflect the school's commitment to safety within the following areas:

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

GENERAL

As stated in the Board Policy (BP 5141.4), "District employees shall report known or suspected incidence of child abuse in accordance with district regulations and state law. Employees shall fully cooperate with the child protective agencies responsible for reporting, investigating and prosecuting cases of child abuse."

When an employee suspects child abuse, the employee shall immediately meet and discuss the situation with a school counselor or an administrator. Information will be noted (name of person making report, name of child, present location of child, nature and extent of injury, and all other pertinent information.) At that time the counselor or administrator will assist the employee in making a call to Children and Family Services (654-3200) or the local Police Department (Oxnard 385-7600, Sheriff's Dept. 654-2311). The counselor or administrator will make note of time, date and name of official contacted. The employee will then complete and mail the required written report to the local Children and Family services agency. The counselor or assistant principal will notify the principal.

Employees (mandated reporters) have absolute immunity and are not liable for filing a required report. If a mandated reporter does not wish to disclose his/her identity to a district administrator, he/she shall at least provide or mail a copy of the written report to the district without his/her signature or name after making the required call to Children and Family Services or appropriate law enforcement agency. Mandated reports of sexual activity must be reported to either the Department of Children and Family Services (DCFS) or to the appropriate police jurisdiction. This information will then be cross-reported to the other legal agency.

School manager either mails or faxes over the completed abuse form to CFS within 36 hours of the report. School office manager gives a copy to principal and to the Oxnard School District Superintendent.

SEXUAL ACTIVITY

Child abuse laws change from time to time. Should you suspect that a student is engaged in unlawful sexual activity, please consult with the school social worker and campus officer to determine if particular provisions under this section are current and in effect.

- a. Involuntary sexual activity is always reportable.
- b. Incest, even if voluntary, is always reportable. Incest is a marriage or act of intercourse between parents and children; ancestors and descendants of every degree; brothers and sisters of half and whole blood and uncles and nieces or aunts and nephews. (Family Code §2200).
- c. Voluntary Sexual Activity may or may not be reportable. Even if the behavior is voluntary, there are circumstances where the behavior is abusive, either by Penal Code definition or because of an exploitative relationship, then this behavior must be reported. If there is reasonable suspicion of sexual abuse prior to the consensual activity, the abuse must be reported.

Reportable Sexual Activity if a Child is 14 Years of Age and:

- a. Partner is younger than 14 years old, but there is a disparity in chronological or maturational age or indications of intimidation, coercion or bribery or other indications of an exploitative relationship.
- b. Partner is 14 years or older lewd & lascivious acts committed by a partner of any age partner is alleged spouse and over 14 years of age.

Reportable Sexual Activity if the Child is 14 or 15 years and:

- a. There is unlawful sexual intercourse with a partner older than 14 but less than 21 years of age and there is no indication of abuse or evidence of an exploitative relationship. There is unlawful sexual intercourse with a partner older than 21 years
- b. There is lewd and lascivious acts committed by a partner more than 10 years older than the child is.
- c. The partner is the alleged spouse and over 21 years of age

Reportable Sexual Activity if the Child is 16 or 17 years and:

- a. The partner is less than 14 years of age
- b. There is unlawful sexual intercourse with a partner older than 14 and there is evidence of an exploitative relationship
- c. The partner is the alleged spouse and there is evidence of an exploitative relationship

Reportable Sexual Activity if the Child is under 18 years:

- a. Sodomy, oral copulation, penetration of a genital or anal opening by a foreign object, even if consensual, with a partner of any age.

Not Reportable Sexual Activity:

- a. Child is 14 years or younger and partner is younger than 14 years and of similar age or maturational age. Sexual behavior is voluntary and consensual. There are no indications of intimidation, coercion, bribery, or other indications of an exploitative relationship.

- b. Unlawful sexual intercourse of a child 14 to 15-years old with a partner older than 14 and less than 21 years of age and there is no indication of abuse or evidence of an exploitative relationship.
- c. Unlawful sexual intercourse with a child 16 or 17 years with a partner older than 14 and there is no indication of an exploitative relationship.

Mandated reports of sexual activity must be reported to either the Department of Children and Family Services (DCFS) or to the appropriate police jurisdiction. This information will then be cross-reported to the other legal agency.

STAFF TRAINING

All Oxnard School District staff who work with students are trained annually in regard to child abuse. New employees are trained upon being hired. Employees receive training on their legal obligation under law regarding mandated reporting. Employees also receive training to recognize signs and symptoms of child abuse.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

GENERAL

This Plan addresses the Oxnard School District's responsibilities in emergencies associated with natural disaster, human-caused emergencies and technological incidents. It provides a framework for coordination of response and recovery efforts within the District in coordination and with local, State, and Federal agencies. The Plan establishes an emergency organization to direct and control operations at all sites during a period of emergency by assigning responsibilities to specific personnel. This Plan:

- Conforms to the Federally mandated National Incident Management System (NIMS), State mandated Standardized Emergency Management System (SEMS) and effectively restructures emergency response at all levels in compliance with the Incident Command System (ICS).
- Establishes response policies and procedures, providing Oxnard School District clear guidance for planning purposes.
- Describes and details procedural steps necessary to protect lives and property.
- Outlines coordination requirements.
- Provides a basis for unified training and response exercises to ensure compliance.

OBJECTIVES

- Protect the safety and welfare of students, employees and staff.
- Provide for a safe and coordinated response to emergencies.
- Protect the District's facilities and properties.
- Enable the District to restore normal conditions with minimal confusion in the shortest time possible.
- Provide for interface and coordination between sites and the District Emergency Operations Center (EOC).
- Provide for interface and coordination between sites and the County or city EOC in which they reside.
- Provide for the orderly conversion of pre-designated District sites to American Red Cross shelters, when necessary.

Schools are required by both federal statute and state regulation to be available for shelters following a disaster. The American Red Cross (ARC) has access to schools in damaged areas to set up their mass care facilities, and local governments have a right to use schools for the same purposes. This requires close cooperation between school officials and ARC or local government Representatives, and should be planned and arranged for in advance.

In an Emergency Building Evacuation, all employees will:

- Upon emergency alert, secure work area and depart/report to assigned area.
- Perform duties as pre-assigned by the Principal in cooperation with emergency services personnel.
- DO NOT re-enter the building without permission or request of emergency service authorities.
- Remain in the general assembly areas and calm students if not assigned another duty.
- When signaled to re-enter safe areas of the school, quickly do so.
- Upon safe re-entry, report anything amiss to the Operations Chief.

In an Emergency Building Evacuation, teachers will also:

- Upon alert, assemble students for evacuation using designated routes and account for all students.
- Secure room.
- If possible, leave a note on the door advising where the class evacuated to if other than the standard assembly area.
- Upon arrival at the assembly area, account for all students.

- Secure medical treatment for injured students.
- Report any students missing or left behind because of serious injuries.
- Stay with and calm students.
- If signaled to re-enter school, assure students do so quickly and calmly.
- Account for all students.
- Check room and report anything amiss to the Team Leader and/or Operations Chief.
- Debrief students to calm fears about the evacuation.

In an Emergency Campus Evacuation:

If it is necessary to evacuate the entire campus to another school or relief center, the Principal will:

- Notify the Superintendent of the Campus Evacuation.
- Cooperate with emergency authorities in enlisting students/staff with cars to help transport evacuees.
- Direct the evacuation, assure all students/staff are accounted for as they depart and arrive.

Dismissal of students from the school shall be governed by the emergency procedures outlined in this procedure guide and consistent with the Initial Response System. However, this policy does not preclude the exercise of professional judgment by an administrator when the circumstances of the situation indicate dismissal to be in the best interest of the student.

- Each teacher MUST KEEP THE REGISTER OR ENROLLMENT SHEET OF PUPILS READILY AVAILABLE AT ALL TIMES. The teacher will remain with students until directed otherwise.
- In the absence of orders from the superintendent, each school principal is authorized and directed to implement plans as described herein or take such other action as may be necessary to save lives and mitigate the effects of disasters.
- During an emergency period or condition created by disaster, occurrence students may only be released to parent, guardian or other adult specified on the Emergency Data Card. THERE SHALL BE NO EXCEPTIONS TO THIS POLICY.

Emergency Announcements will be provided on the following radio stations:

AM Radio Stations:

KTNQ-AM 1020 "Univision America" Spanish
 KNX-AM 1070 "KNX 1070 Newsradio"
 KUNX-AM 1400 "La Super X" Spanish
 KKZZ-AM 1520 "La Voz" Spanish
 KVTA- AM 1590 "Ventura's Talk Authority"

FM Radio Stations:

KCRU-FM 89.1 "Public Radio for Southern California"
 KIND-FM 94.1 "Radio Indigena 94.1" Spanish / Mixteco
 KXLM-FM 102.9 "Radio Lazer 102.9 FM" Spanish

CALIFORNIA EMERGENCY SERVICES ACT (CHAPTER 7, DIVISION 1, TITLE 2, CALIFORNIA GOVERNMENT CODE)

The Act provides the basic authorities for conducting emergency operations following a proclamation of Local Emergency, State of Emergency, or State of War Emergency by the Governor and/or appropriate local authorities, consistent with the provisions of this Act.

CALIFORNIA GOVERNMENT CODE, SECTION 3100, TITLE 1, DIVISION 4, CHAPTER 4.

States that public employees are disaster service workers, subject to such disaster service activities as may be assigned to them by their superiors or by law. The term "public employees" includes all persons employed by the state or any county, city, city and county, state agency or public district, excluding aliens legally employed.

The law applies to public school employees in the following cases:

- When a local emergency is proclaimed.
- When a state of emergency is proclaimed.
- When a federal disaster declaration is made.

The law has two ramifications for School District employees:

1. It is likely that public school employees are pressed into service as Disaster Service Workers by their superiors, and may be asked to do jobs other than their usual duties for periods exceeding their normal working hours.
2. When pressed into disaster service, employees' Workers' Compensation Coverage becomes the responsibility of state government (OES), but their overtime pay is paid by the school. These circumstances apply only when a local or state emergency is declared. States that (the Governor's Office of Emergency Services has stated) inadequately trained school staff render school officials potentially liable for acts committed or omitted by school staff acting within the scope of their training during or after a disaster. (Sub Sections 835-840.6). It requires that school districts be prepared to respond to emergencies using SEMS. (Section 8607, the Petris Bill).

CALIFORNIA CIVIL CODE, CHAPTER 9, SECTION 1799.102

It provides for "Good Samaritan Liability" for those providing emergency care at the scene of an emergency. ("No person, who, in good faith and not for compensation, renders emergency care at the scene of an emergency, shall be liable for any civil damages resulting from any act or omission. The scene of an emergency shall not include emergency departments and other places where medical care is usually offered.")

PUBLIC AGENCY USE OF SCHOOL BUILDINGS FOR EMERGENCY SHELTERS

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

AFTER SCHOOL PROGRAM

The after-school program staff is trained annually in regard to disaster response. The District maintains a full-time After School Program Manager, who oversees safety training and disaster preparedness for the program. The After School Program Manager ensures that the following safety components are addressed within the after-school program environment:

- Elements of a safe and orderly environment
- Emergency evacuation procedures
- Student release procedures
- Incident Command Team responsibilities
- Child abuse reporting
- Rules, expectations and consequences
- Non-discrimination and harassment reporting

TRAINING

All staff are trained annually in regard to disaster procedures within the Comprehensive School Safety Plan and the District's Emergency Operations Plan. The school conducts monthly safety drills for fire and earthquake. The school also conducts a lockdown security drill at a minimum of once yearly within the first month of school under the direction of the School Resource Officer.

FOR DISASTER PLAN PROTOCOLS AND PROCEDURES (SEE APPENDICES).

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

The Oxnard School District Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5)

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to himself/herself or others. (Education Code 48915)

The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be specified in administrative regulation.

Suspended or expelled students shall be excluded from all school-related extracurricular activities during the suspension or expulsion.

STUDENT DUE PROCESS

The board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in administrative regulation and law. (Education Code 48911, 48915, 48915.5)

ALTERNATIVES TO SUSPENSION / OPTIONS

All schools within the Oxnard School District may establish a suspension program, which involves progressive discipline during the school day on campus, conferences, detention, student study team, referral to support services staff and/or other resources including District.

REQUIRED PARENTAL ATTENDANCE

The teacher of the class from which the student was suspended may require the parent/caregiver to attend a portion of a school day in the classroom in coordination with the principal and in accordance with all related policies/regulations for implementing this school suspension option.

DEFINITIONS

Suspension from school means removal of a student from ongoing instruction for adjustment purposes.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision of school personnel.

NOTICE OF REGULATIONS

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Education Code 35291.5, 48900.1, 48980)

Notification shall include information about the availability of individual school rules and all district policies and regulations pertaining to student discipline. (Education Code 35291)

GROUND FOR SUSPENSION AND EXPULSION

Students may be subject to suspension or expulsion for committing any of the acts listed below:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
(2) Willfully used force or violence upon the person of another, except in self-defense.
- b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
- c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
- d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco, or tobacco products.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
- l) Knowingly received stolen school property or private property.
- m) Possessed an imitation firearm.
- n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
- o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
- r) Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:

(1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:

- (A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
- (B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
- (C) Causing a reasonable pupil to experience substantial interference with his or her academic performance.
- (D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.

(2) (A) "Electronic act" means the transmission, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication.

(i) A message, text, sound, or image.

(ii) A post on a social network Internet Web site including, but not limited to:

- (I) Posting to or creating a burn page. "Burn page" means an Internet Web site created for the purpose of having one or more of the effects listed in paragraph (1).
- (II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
- (III) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

(B) Notwithstanding paragraph (1) and subparagraph (A), an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

(3) "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs

s) Aided or abetted the infliction or attempted infliction of physical injury.

E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.

E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.

E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.

E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

MANDATORY RECOMMENDATION FOR EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be in violation of Education Code 48915(a)(1), unless the principal determines that alternative means of correction would address the conduct.

(a)(1)(A) Causing serious physical injury to another person, except in self-defense.

(a)(1)(B) Possession of a knife, or other dangerous object of no reasonable use to the pupil.

(a)(1)(C) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).

(a)(1)(D) Robbery or extortion.

(a)(1)(E) Assault or battery upon any school employee.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be in violation of Education Code 48915(c). Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))

2. Brandishing a knife as defined in Education Code 48915(g) at another person.

3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.

4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts, which may involve the possession or sale of narcotics or of a controlled substance, or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION

Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

BULLYING

CALIFORNIA STATE LAW REGARDING BULLYING

Right to Safe Schools. All students and staff of public primary, elementary, junior high, senior high schools, and community colleges, colleges, and universities have the inalienable right to attend campuses which are safe, secure and peaceful.

AB 9 – Seth's Law

Requires schools to establish policies to prevent bullying and to address and be responsive to complaints about bullying.

- Requires school districts to include in its non-discrimination policy a detailed list where discrimination, harassment, intimidation, and bullying are prohibited under existing law—actual or perceived sexual orientation, gender, gender identity expression, race or ethnicity, nationality, religion, disability, or association with a person or group with one or more of these actual or perceived characteristics.
- Requires each school districts non-discrimination policy to describe the district's procedure for addressing discrimination and harassment complaints; and be publicized in places for student and parental access.
- School districts are to strengthen professional development curricula for teachers, school counselors, and administrators with instruction on identifying and stopping discrimination and harassment and creating a school-wide culture of inclusion and respect for differences.

AB 746 - Cyber bullying.

Existing law, the Interagency School Safety Demonstration Act of 1985, defines bullying as one or more acts of sexual harassment, hate violence, or intentional harassment, threats, or intimidation, directed against school district personnel or pupils, committed by a pupil or group of pupils. Under existing law, bullying, including bullying committed by means of an electronic act, as defined, is a ground on which suspension or expulsion may be based. This bill would specify that an electronic act for purposes of the act includes a post on a social network Internet Web site.

AB 1156 – Bullying In Schools

Redefines California anti-bullying law by expanding the definition of bullying and linking it to academic achievement. It will also strengthen policies and procedures to reduce bullying in schools and keep students safe.

- Requires training of school site personnel in the prevention of bullying
- Links bullying to academic achievement
- Gives victims of bullying priority for school transfer, if requested

- Encourages school districts and county offices of education to include policies and procedures on the prevention of bullying in the school safety plan

OXNARD SCHOOL DISTRICT BOARD POLICY 5131.2

Bullying

The Board of Trustees recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

Cyberbullying includes the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Strategies for bullying prevention and intervention shall be developed with involvement of key stakeholders in accordance with law, Board policy, and administrative regulation governing the development of comprehensive safety plans and shall be incorporated into such plans.

Bullying Prevention

To the extent possible, district and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and strategies to establish a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for perpetrators of bullying.

The district may provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies.

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias.

Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When appropriate, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators. He/she also may involve school counselors, mental health counselors, and/or law enforcement.

Complaints Procedures

The Board hereby designates the following position to handle complaints regarding bullying and inquiries regarding the district's bullying policies:

Assistant Superintendent, Human Resources and Support Services
1051 South A Street
Oxnard, CA 93030
(805) 385-1501 ext. 2050

Any student who feels that he/she has been subjected to bullying should immediately contact the Coordinator, the principal, or any other staff member. Any student or school employee who observes an incident of bullying should report the incident to the Coordinator or principal, whether or not the victim files a complaint.

Upon receiving a complaint of bullying, the Coordinator shall immediately investigate the complaint in accordance with site-level complaint procedures specified in AR 1312.3- Uniform Complaint Procedures.

The Superintendent or designee shall ensure that the student handbook clearly describes the district's bullying policy, procedures for filing a complaint regarding bullying, and the resources that are available to students who feel that they have been the victim of bullying. The district's policy may also be posted on the district website or any other location that is easily accessible to students.

When a student is reported to be engaging in bullying off campus, the Assistant Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.

When a student uses a social networking site or service to bully or harass another student, the Assistant Superintendent or designee shall file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

Discipline

Any student who engages in bullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion, in accordance with district policies and regulations. Alternative means of correction will be considered where appropriate, as required by Education Code section 48900.5

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

At the beginning of the year, teachers are provided with time to review student records, and when students enroll late they are also provided with the opportunity to review the cumulative folder.

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.

- (a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 or Section 48915 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.
- (b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.
- (c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision a is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.
- (d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.
- (e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student, or another person at school or any school-related activity is prohibited. The principal and school staff will ensure that students receive age-appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment, because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed to immediately contact the principal or a trusted staff member if they feel harassed. School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District. Failure to Report: Any employee who engages in, permits, or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse. School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any incidents they may observe, even if the harassed student has not complained. District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine the appropriate procedure. Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.”

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

All Students at Ramona Elementary will be held to the Ramona School Dress code policy. Students who violate the dress code policy will be requested to fix inappropriate clothing by changing it into appropriate clothing. Students can call their parents or guardians to bring appropriate clothing to school and change to adhere to the school dress policy.

The dress code policy aims to ensure a safe and secure environment in which students can benefit from a quality education.

Ramona Elementary School endorses the principle that students' dress and grooming are the students' and parents' responsibility. Good taste and good grooming are part of the socialization and learning process. School dress codes are annually reviewed by the School Site Council and/or School Safety Committee following the education policies board.

All clothing shall be neat, clean, and acceptable in repair and appearance and shall be worn within the bounds of decency and good taste as appropriate for school. Schools have the authority under state law to restrict wearing clothes that could be considered "gang" attire or disruptive to the learning environment.

DRES'S STANDARDS

Entire Site Dress Code Policy

+California Education Code Title V, Section 302: A pupil who goes to school without proper attention to personal cleanliness or neatness of dress may be sent home to prepare for school properly or shall be required to prepare himself for the schoolroom before entering.

+Gang-Related apparel is defined as apparel that reasonably could be determined to threaten the school environment's health and safety if worn or displayed on a school campus.

+DRESS CODE COMMON SENSE RULE:

1. Shoes must be worn at all times. Sandals must have heel straps. Thongs or backless shoes, or sandals are not acceptable. Crocks are allowed as long as proper shoes are brought for physical activities.
 2. Clothing, jewelry, and personal items (backpacks, fanny packs, gym bags, water bottles, etc.) shall be free of writing, pictures, or any other insignia which are crude, vulgar, profane, or sexually suggestive, which bear drug, alcohol or tobacco company advertising, promotions, and likeness, or which advocate racial, ethnic or religious prejudice. Any clothing, jewelry, or personal items that interfere with schoolwork, create disorder, or disrupt the educational process, are not allowed.
 3. Walking shorts are permissible and must be at least mid-thigh in length or reach the tip of the middle finger as measured against the shorts or whichever is longer. All sportswear-type shorts, bike shorts (spandex), frayed shorts, shorts with holes, or short shorts are unacceptable. Shorts that stop between mid-calf and the knees, worn with long white socks, are considered gang attire and may not be worn. There must be at least four inches between the socks and the shorts' top and bottom.
 4. Clothes shall be sufficient to conceal undergarments at all times. See-through or fishnet fabrics, halter tops, off-the-shoulder or low-cut tops, bare midriffs, and skirts or shorts shorter than mid-thigh are prohibited. Over-sized clothing is inappropriate. Clothing may be no longer than one size larger than the appropriate size. Pants must stay up on the hips without a belt and should not cover shoes. Shirts longer than mid-thigh in length must be tucked in pants.
 5. Gym shorts may not be worn in classes other than physical education.
 6. Over-sized clothing is inappropriate. Clothing may be no longer than one size larger than the appropriate size. Pants must stay up on the hips without a belt and should not cover shoes. Shirts longer than mid-thigh in length must be tucked in pants. Hair shall be clean and neatly groomed—accessories and jewelry which present health or safety hazards are prohibited. Ear gauges, nose, and lip rings may not be worn on campus.
 7. Hats, caps, and other head coverings shall not be worn indoors.
 8. Hair shall be clean and neatly groomed. Hair may not be sprayed by any coloring that would drip when wet.
- Students who violate the dress policy will be requested to correct inappropriate clothing or call home to have proper clothing items brought to school. If available, "loaner clothes" may be given to replace inappropriate clothing.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

The safety committee continuously assesses the school's needs regarding students' and staff's safe ingress and egress. When working collaboratively with all stakeholders, parents' concerns and ideas are considered when making changes to improve student/campus safety. Also, parents/guardians are asked to provide emergency contact information for their children at the beginning of the year. They are asked to update as soon as possible when contact information changes. Parents/guardians are responsible for providing the school with legal/custodial paperwork regarding a student. The legal documents are attached to the student's emergency card and will be followed accordingly.

Office hours are from 7:30 to 4:00 pm.

The student day is from 8:10 am to 2:25 pm (Universal Kindergarten (UTK) and Kindergarten are from 8:10–1:32 pm). Supervision at the school site begins at 7:30 am.

Parents are not allowed on campus unless they are accompanied by a school escort and have checked in through the front office. Students must be at the front door by 8:07 am. They are encouraged to be on the playground to line up with their class before that time.

Once students arrive on campus, they proceed directly to the cafeteria for breakfast or onto the playground.

Students are not allowed to loiter on campus after school. Students are allowed on campus after school to participate in after-school tutoring classes, team sports, or attend the after-school Oxnard Scholars program.

UTK, Kindergarten, first, and second students are brought directly to the office when parents are late. They are directed to sit inside the building near the windows, providing them with a clear view of the school's front. Students whose parents are late picking them up cannot sit out front to wait for a parent. Parents who are habitually late retrieving their student(s) receive a letter from the principal.

Closed Campus Ramona Elementary is a closed campus. All gates which provide access to the classrooms and other rooms, except the main office, remain locked during regular school hours.

- Staff continuously monitors all students' safety upon arrival and dismissal, including at the bus stops, and throughout the school day, following established routines and procedures.
- All visitors to the campus must check in at the office, sign in, and obtain a visitor's pass/badge.

Leaving Early

- Students may leave campus before dismissal; if parents, guardians, or persons designated by parents/guardians (and are on the emergency card) pick up students from the school.
- Persons picking up students during the day must present a valid ID, be 18 years of age, be noted on the emergency contact information, and sign the student(s) out in the office.

Tardy/Late Policy

School begins at 8:10 am.

- If the student arrives after the tardy bell, the student must check into the office before entering the classroom. The student will receive an excused/unexcused late slip and be directed to the school.
- A truant tardy will be marked when the student arrives 30 minutes or more after the school's start time without a valid excuse.

Various measures may be followed for a habitually late or absent student, including referrals to SARB (School Attendance Review Board). Truancy violates the California Education Code and includes consequences ranging from requiring parents to attend parenting classes to fines and court appearances.

In all cases of truancy, students will be assigned appropriate consequences.

The Outreach Consultant, Principal, counselor, and Attendance Technician work together weekly to monitor attendance violations to ensure that administrative staff knows the accumulation of student tardies and absences.

Excused Absences

- When a student is absent, the Parent or Guardian needs to notify the school through a written note or phone call to the office within 72 hours of the absence.

Excused absences include illness, medical/dental appointments, court appearances (for students), religious observations, or an immediate family member's death.

Truancies

The following are considered truancies:

1. Being absent from school without the knowledge and consent of the parent/guardian/school.
2. Leaving the school grounds during the day without permission.
3. Staying out of class without permission.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

Positive School Climate

At Ramona we have high expectations for all students, parents, and staff. In classrooms, on playgrounds, and during all school activities, we follow standards and rules with appropriate social emotional expectations.

Element:

School wide Positive Behavioral Intervention and Support (PBIS)

Opportunity for Improvement:

Minimize the amount of student referrals to office, minimize suspensions and maximize a positive behavior culture.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Develop and implement a comprehensive schoolwide positive behavior support system founded on the behavior positive support model of CHAMPS; Conversation, Help, Activity, Movement, Participation & Success for the common areas of the campus.	<ol style="list-style-type: none"> 1. Hold regular meetings with Ramona's Safety Committee 2. Conduct school-wide training 3. Identify a way to disseminate school-wide behavior expectations 4. Reduce the number of referrals due to negative behavior 5. Provide staff with resources that emphasize components of the CHAMPS program. 6. Hold student assemblies to discuss behavior expectations. 	CHAMPS School-Wide Training for staff and students	School Principal, Outreach Specialist, Counselor	Office Referrals Staff Feedback Parent Feedback
Teachers, support staff, administration, parents, and students will work together and build a sense of community.	<ol style="list-style-type: none"> 1. Staff shall practice a code of ethics that embraces Cultural Proficiency. 2. Staff will work with parents and students in a way that affirms universal human values such as respect, honesty, and fairness. 	Cultural Proficiency Training	School Principal Observation	Observation Reports
Develop a plan to meet the needs of students who have social/emotional challenges.	<ol style="list-style-type: none"> 1. Use a referral system to identify students who may have these challenges 2. Get parent permission for the student to see the school counselor 3. The counselor will conduct Social Skills counseling groups based on gender, and age and provide individual and group sessions. 4. Outreach Consultant will contact community resources to support students and their families. 	Community resources My body belongs to me Second Step program PPP Classes City Impact-Interface Panorama	School counselor and Outreach Coordinator	Teacher reports Observations Student Interviews Number of referrals All Playground Panorama

Objectives	Action Steps	Resources	Lead Person	Evaluation
All Playground Supervisors and all Support Staff (Media Technician, Office Personnel, Custodians, etc.) will have the opportunity to be trained in the behavior model of CHAMPS	1. Offer CHAMPS training for all staff, specific to their role 2. Hold Monthly Meetings with Playground Supervisors and all Support Staff to discuss student behavior.	CHAMPS School-Wide, Training for staff and students	School Principal and Outreach Coordinator School's Safety Committee	Feed back, Hand-Outs
Support Staff with classroom/site Progressive Discipline	Provide classroom/site Progressive Discipline	Progressive Discipline List/Chart	Principal and Counselor	Feedback from Staff Feedback from parents
Provide opportunities for students who need to de-escalate a trained staff member to assist them.	Train Playground Assistants with NCI Training	VCOE and OSD Training	Principal and School Office Manager	Certificate of Completion
Provide opportunities for Staff to receive an EpiPen training.	Train staff with EpiPen Training	District Nurse (District Training)	Principal and School Office Manager	Certification of Completion
Increase attendance and decrease student tardies.	Revise Attendance Incentive Program individualized and classroom	Current Incentive Program ORC School Funding	ORC, Attendance Tech, Counselor	Staff feedback Student and Parent feedback attendance records
Increase student Growth Mindset	Provide students with activities in which students are challenged and develop a growth mindset which in turn will support self management, emotional regulation, social awareness, and engagement.	Panorama	Principal, teachers and Counselor	Panorama
Increase Teacher-Student Relationship	Provide student activities to engage in meaningful activities, such as Basketball, Cheer, Track, Talent Show, and student leadership club. In addition to providing teachers the opportunity to engage students across grade levels through direct and indirect supervision.	Panorama	Principal and Counselor	Panorama

Component:

Safe Physical Environment

Element:

Implementation of Comprehensive School Safety Plan

Opportunity for Improvement:

Obtain items needed to implement drills and actual emergency procedures needed.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Provide emergency materials as needed	Take inventory of current supplies. Discuss with Committee items to be purchased. Purchase items	Current supplies School/ District funding	School Office Manager and Principal	Inventory Checklist
Preparation of staff and students for emergencies	Hold monthly emergency drills for fire, earthquake or lockdowns	Site procedures	Principal, Staff	Log
Preparation for severe inclement weather, (i.e. El Nino)	Meet regularly with custodial support staff, Teachers, Playground Assistants to determine what supplies are needed. Determined procedures for ingress on heavy rain days. Communicate with parents procedures for heavy rain days.	School Funding Staff	Principal, Safety Committee	Feedback from students, staff and parents
Provide parents with support with providing procedures/structures for supporting academics and social interaction	Offer Loving Solutions Parent Workshops and other workshops that support parent involvement	School Funding	Principal, Site Counselor, ORC	Office Referrals Parent Feedback Student Feedback
Offer a student bus drop off and pick-up that minimizes traffic congestion and maximizes student and staff safety	Work with Transportation Department to revise drop off area Work with the Risk Management Department and the City of Oxnard	Bus schedule	Principal, Safety Committee	Feedback from students, staff and parents.
Monitor pick up and drop off of students in order to maximize safety and efficiency	Continue to ask for feedback from parents, teachers and supervisors	Walktroughs	Principal, PBIS committee, Staff	Feedback from teachers, parents and supervisors.

Component:

Disaster Preparedness

Element:

Campus Safety, Ingress/Egress and Emergency Preparedness

Opportunity for Improvement:
Drill for Off-Campus Evacuation.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Conduct a safe egress and ingress of students during a drill to off-campus location	Review and train staff, prepare students and Communicate with parents and community	Flyers, Connect Ed Calls, one-on-one meetings Location and route selected Supplies on hand Staff trained	Principal, Office Personnel	Feedback from students, parents and staff.
Provide communication access during an emergency through two way radios	Two way Radio access	Site funding	School Office Manager	Access to staff and Administration during an Emergency.
Prepare Staff and students for a disastrous emergency	Conduct a disaster emergency drill	Procedures for emergency preparedness	Principal, Office Personnel	Feedback from students and staff.
Have backpacks filled with activities and snacks accessible to Staff and students during an emergency	Create a list of items needed for backpacks Purchase items for backpacks Prepare for parent contribution of backpacks	Example of backpacks available	Principal, Office Personnel	Accessibility to backpack items
Ensure backpacks have a the most up to date roster and emergency contacts	Update emergency information to backpacks as students enroll or move	Emergency Cards	Attendance Tech, ORC, Teacher and Principal	Review Backpacks monthly.

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Ramona Elementary School Student Conduct Code

PURPOSE

The School Rules and Procedures were developed and adopted in accordance with California Education Code 35291.5. This document represents the collaborative efforts of teachers, parents, and other school staff and administration. These rules and procedures enhance the instructional climate and personal safety.

Guidelines for Success:

Ramona students will be:

- Respectful
- Actively Engaged
- Motivated
- On-Time
- Noteworthy
- Always Prepared

BELIEFS

We believe our rules and procedures will:

- Provide a starting point for the behavior and conduct expected.
- Provide a framework of expectations, rewards, and consequences to be consistent and fair in disciplining students.
- Promote overall school safety and security for each student.
- Demonstrate our agreement and commitment to developing self-discipline and responsible youth.

Provide opportunities for students and parents to participate with school faculty, staff, and administration in ensuring the highest possible instructional climate.

Promote knowledge and teach behavior expectations, which will support each student to become self-reliant, successful, and contributing citizens.

PHILOSOPHY

A student's education depends on a team effort involving the student, parents, and school personnel. Each team member has specific responsibilities that must be met if the educational experience is to have the most significant positive results. Students, parents, and teachers are encouraged to maintain an ongoing dialogue about personal conduct standards concerning life at school. We want to be an extraordinary place of safety and a positive opportunity for everyone.

Expectations of Students

Attend school regularly and be on time for each class.

Know and follow school rules and regulations.

Be courteous and respectful to school personnel, fellow students, and the public in general.

Do not disrupt the learning of others.

Respect public and private property.

Expectations for Parents

Assure that your child is in school and on time each day.

Ensure that your child is appropriately prepared for school (dress, nutrition, and sleep).

Be responsible for your child's behavior.

Teach the pupil respect for the law and the rights of others.

Visit the school periodically and participate in conferences as called.

Know the district, school, and classroom rules and regulations, and be supportive of your school.

Help your child to learn self-discipline and control.

Expectations for Teachers and staff

Provide positive learning experiences appropriate for each student.

Consistently enforce classroom rules, district rules, and policies.

Communicate regularly with parents concerning their child's progress.

Be available to parents for conferences and communication.

Continually improve professional competencies in matters of student control and discipline.

Develop an enthusiasm for learning through experiences that are interesting and relevant to pupils.

Expectations for Administrators

Inform students and parents about school district discipline standards.

Consistently monitor classroom, school, and district rules and policies.

Counsel students and parents regarding disciplinary matters.

Provide professional growth experiences that will assist staff in increasing student control and discipline competencies.

Provide leadership that establishes, encourages, and promotes teaching and practical learning.

Work closely with parent groups to design a Parent/Student/School Compact that outlines each group's responsibility and expectations.

Basic School Rules:

Attend school regularly.

Be on time.

Be prepared for class.

Treat others with respect, care, and consideration.

Conserve and protect the school and private property.

Engage in activities without "body contact."

Follow all school, playground, and rules.

Use appropriate language.

Follow district dress/uniform standards.

Use class time wisely.

Work quietly without disturbing others.

Respect the rights of others.

Complete all assignments on time.
Follow classroom rules and expectations.

Student Conduct, Concerns, and Consequences:

We have established clear consequences for behavior that interferes with learning and rewards for positive behavior to help all students maintain acceptable personal conduct. We provide classroom instruction in personal and social skills, incorporating the teaching of school rules and making wise choices to prevent discipline incidents. Students learn that consequences will result from violating a school or classroom expectation. Student conduct, which prevents students from learning or teachers from teaching, will not be tolerated. Disruptive, disrespectful behavior or harassment will not be tolerated. Students should not endanger others, continually disregard rules, or repeatedly interfere with others' right to learn.

GENERAL

Education Code 44807: Every teacher in the public schools shall hold Pupils to a strict account for their conduct on the way to and from school, on the playgrounds, or during recess. A teacher, vice principal, principal, or any other certificated employee of a school district, shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of his duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning.

CONDUCT CODE PROCEDURES

The school rules and procedures were developed and adopted in accordance with California education code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas.

(J) Hate Crime Reporting Procedures and Policies

In order to create a safe learning environment for all students, the Board of Trustees desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual based on his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the teacher and Principal. Upon receiving such a complaint, the Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 - Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation. Students are expected to respect all others while on school grounds or while participating in school activities. Any student engaging in hate-motivated behavior will be subject to the school discipline policies in accordance with the district policies and guidelines.

Safety Plan Review, Evaluation and Amendment Procedures


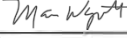
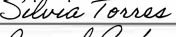






All community members are encouraged to maintain an ongoing dialogue about personal conduct and school safety standards. The staff and the principal will review the school rules and discipline program at the beginning of the year. The School Site Council shall review the plan annually. These groups will consider the impact of school-wide recognition programs and their effectiveness. The number of discipline referrals and suspensions will be reviewed. All changes are brought to the attention of the entire staff and stakeholders at meetings. The plan was reviewed from October through December and brought for approval in February.

Comprehensive School Safety Plan SB 187 Compliance Document

2022-2023 School Year

School: Emilie Ritche Elementary School
CDS Code: 56725386110738
District: Oxnard School District
Address: 2200 Cabrillo Way
 Oxnard, CA 93030
Date of Adoption: February 15, 2022
Date of Review: -with Staff
 December 6, 2022
 -with Law Enforcement
 -with Fire Authority

Reviewed by:

Name	Title	Signature	Date
Nauman Zaidi	Principal		12-12-22
	Police Department Representative		
	Fire Department Representative		
Marina Wyatt	SSC Chairperson / Parent		12-12-22
Silvia Torres	ELAC President / Parent		12-12-22
Raquel Cabral	Office Manager		12-12-22
Brizet Morales	Counselor		12-12-22
Sandra Garcia	5th Grade Teacher		12-12-22
Manuel Hernandez	2nd Grade Teacher		12-12-22
Robin Steffenauer	4th Grade Teacher		12-12-22
Arnulfo Duran	After School Program Site Coordinator		12-12-22

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Reviewed by:

Name	Title	Signature	Date
Nauman Zaidi	Principal		
<i>Luis de Arriba</i>	School Resource Officer	<i>Luis de Arriba</i>	2/16/23
<i>SCOTT BREWER</i>	Fire Department Representative	<i>Scott Brewer</i>	1/30/23
Marina Wyatt	SSC Chairperson / Parent		
Silvia Torres	ELAC President / Parent		
Raquel Cabral	Office Manager		
Brizet Morales	Counselor		
Sandra Garcia	5th Grade Teacher		
Manuel Hernandez	2nd Grade Teacher		
Robin Steffenauer	4th Grade Teacher		

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Senate Bill 187: Comprehensive School Safety Plan Purpose

Effective January 1, 2019, Assembly Bill 1747 (Rodriguez), School Safety Plans, became law. This bill requires that during the writing and development of the comprehensive school safety plan (CSSP), the school site council or safety committee consult with a fire department and other first responder entities in addition to currently required entities. It requires the CSSP and any updates made to the plan to be shared with the law enforcement agency, the fire department, and the other first responder entities.

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

- Assessment of school crime committed on school campuses and at school-related functions
- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy (electronic or paper) of the Comprehensive School Safety Plan is provided yearly to the following:

- School staff
- Parents
- After-school program staff
- Oxnard Police Department
- Oxnard Fire Department
- Early Childhood Education staff
- Volunteer Coaches

A copy of the Comprehensive School Safety Plan is available for review online at www.oxnardsd.org or in the Emilie Ritchen Elementary School's office.

COVID-19 PANDEMIC INFORMATION FOR 2022 – 2023 SCHOOL YEAR

For the most up-to-date information concerning our COVID-19 protocols, feel free to visit the following websites:

Oxnard School District @ www.oxnardsd.org

Ventura County Department of Public Health @ www.vhca.org
Center for Disease Control and Prevention @ www.cdc.gov

Safety Plan Vision

At Emilie Ritche Elementary School, staff are committed to providing all students with a safe, nurturing, success-oriented learning environment driven by CA Common Core standards, differentiated instruction, and formative and summative assessment, while fostering self-esteem and mutual respect in all students.

Components of the Comprehensive School Safety Plan (EC 32281)

Emilie Ritchen Elementary School Safety Committee

Nauman Zaidi (Principal), Scott Brewer (Oxnard Emergency Manager), Marina Wyatt (SSC Chairperson/Parent), Silvia Torres (ELAC President/Parent), Raquel Cabral (Office Manager), Brizet Morales (Counselor), Sandra Garcia (Teacher), Manuel Hernandez (Teacher), Robin Steffenauer (Teacher)

Assessment of School Safety

The OPD will conduct an annual threat assessment of the campus and make recommendations to principal and staff. The Oxnard Traffic Police are called periodically to observe the traffic patterns during arrival and dismissal in order to ensure that drivers are obeying traffic laws. School administration communicates with the community regarding reminders for safety and traffic regulations.

Any safety issues are reported by staff to the administration and the issues are handled by the lead custodian or through work orders to the district office. Minor changes (such as repairs) are made immediately. Major changes which may need input from more stakeholders go through a process of involving the school's Leadership Team, staff, and any relevant parent groups. Principal designee will conduct annual inventory of emergency equipment and replace as needed. The Risk Management Department from the District conducts a Safety Inspection of each campus each year. A report is submitted and necessary changes are made by either school personnel or district personnel.

Site administration, as well as the School Site Safety Committee, collected and analyzed data from office referrals, attendance rates, student suspensions, the California Healthy Kids Survey, Local Law Enforcement Juvenile Crime Data, and Property Damage Data to inform the development of the Comprehensive School Safety Plan and to improve school-wide systems and practices for student safety.

The Safety Committee meets on a regular basis to review all safety and security procedures and make any necessary recommendations and changes. Monthly drills including earthquake, fire and lockdown drills are practiced. The Safety Committee reviewed and discussed procedures to be followed by staff and students during emergencies.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

The following strategies and programs are consistent with California educational code 32281 and reflect the school's commitment to safety within the following areas:

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

GENERAL

As stated in the Board Policy (BP 5141.4), "District employees shall report known or suspected incidence of child abuse in accordance with district regulations and state law. Employees shall fully cooperate with the child protective agencies responsible for reporting, investigating and prosecuting cases of child abuse."

When an employee suspects child abuse, the employee shall immediately meet and discuss the situation with a school counselor or an administrator. Information will be noted (name of person making report, name of child, present location of child, nature and extent of injury, and all other pertinent information.) At that time the counselor or administrator will assist the employee in making a call to Children and Family Services (654-3200) or the local Police Department (Oxnard 385-7600, Sheriff's Dept. 654-2311). The counselor or administrator will make note of time, date and name of official contacted. The employee will then complete and mail the required written report to the local Children and Family services agency. The counselor or assistant principal will notify the principal.

Employees (mandated reporters) have absolute immunity and are not liable for filing a required report. If a mandated reporter does not wish to disclose his/her identity to a district administrator, he/she shall at least provide or mail a copy of the written report to the district without his/her signature or name after making the required call to Children and Family Services or appropriate law

enforcement agency. Mandated reports of sexual activity must be reported to either the Department of Children and Family Services (DCFS) or to the appropriate police jurisdiction. This information will then be cross-reported to the other legal agency.

School manager either mails or faxes over the completed abuse form to CFS within 36 hours of the report. School office manager gives a copy to principal and to the Oxnard School District Superintendent.

SEXUAL ACTIVITY

Child abuse laws change from time to time. Should you suspect that a student is engaged in unlawful sexual activity, please consult with the school social worker and campus officer to determine if particular provisions under this section are current and in effect.

- a. Involuntary sexual activity is always reportable.
- b. Incest, even if voluntary, is always reportable. Incest is a marriage or act of intercourse between parents and children; ancestors and descendants of every degree; brothers and sisters of half and whole blood and uncles and nieces or aunts and nephews. (Family Code §2200).
- c. Voluntary Sexual Activity may or may not be reportable. Even if the behavior is voluntary, there are circumstances where the behavior is abusive, either by Penal Code definition or because of an exploitative relationship, then this behavior must be reported. If there is reasonable suspicion of sexual abuse prior to the consensual activity, the abuse must be reported.

Reportable Sexual Activity if a Child is 14 Years of Age and:

- a. Partner is younger than 14 years old, but there is a disparity in chronological or maturational age or indications of intimidation, coercion or bribery or other indications of an exploitative relationship.
- b. Partner is 14 years or older lewd & lascivious acts committed by a partner of any age partner is alleged spouse and over 14 years of age.

Reportable Sexual Activity if the Child is 14 or 15 years and:

- a. There is unlawful sexual intercourse with a partner older than 14 but less than 21 years of age and there is no indication of abuse or evidence of an exploitative relationship. There is unlawful sexual intercourse with a partner older than 21 years
- b. There is lewd and lascivious acts committed by a partner more than 10 years older than the child is.
- c. The partner is the alleged spouse and over 21 years of age

Reportable Sexual Activity if the Child is 16 or 17 years and:

- a. The partner is less than 14 years of age
- b. There is unlawful sexual intercourse with a partner older than 14 and there is evidence of an exploitative relationship
- c. The partner is the alleged spouse and there is evidence of an exploitative relationship

Reportable Sexual Activity if the Child is under 18 years:

- a. Sodomy, oral copulation, penetration of a genital or anal opening by a foreign object, even if consensual, with a partner of any age.

Not Reportable Sexual Activity:

- a. Child is 14 years or younger and partner is younger than 14 years and of similar age or maturational age. Sexual behavior is voluntary and consensual. There are no indications of intimidation, coercion, bribery, or other indications of an exploitative relationship.
- b. Unlawful sexual intercourse of a child 14 to 15-years old with a partner older than 14 and less than 21 years of age and there is no indication of abuse or evidence of an exploitative relationship.
- c. Unlawful sexual intercourse with a child 16 or 17 years with a partner older than 14 and there is no indication of an exploitative relationship.

Mandated reports of sexual activity must be reported to either the Department of Children and Family Services (DCFS) or to the appropriate police jurisdiction. This information will then be cross-reported to the other legal agency.

STAFF TRAINING

All Oxnard School District staff who work with students are trained annually in regard to child abuse. New employees are trained upon being hired. Employees receive training on their legal obligation under law regarding mandated reporting. Employees also receive training to recognize signs and symptoms of child abuse.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

GENERAL

This Plan addresses the Oxnard School District's responsibilities in emergencies associated with natural disaster, human-caused emergencies and technological incidents. It provides a framework for coordination of response and recovery efforts within the District in coordination and with local, State, and Federal agencies. The Plan establishes an emergency organization to direct and control operations at all sites during a period of emergency by assigning responsibilities to specific personnel. This Plan:

- Conforms to the Federally mandated National Incident Management System (NIMS), State mandated Standardized Emergency Management System (SEMS) and effectively restructures emergency response at all levels in compliance with the Incident Command System (ICS).
- Establishes response policies and procedures, providing Oxnard School District clear guidance for planning purposes.
- Describes and details procedural steps necessary to protect lives and property.
- Outlines coordination requirements.
- Provides a basis for unified training and response exercises to ensure compliance.

OBJECTIVES

- Protect the safety and welfare of students, employees and staff.
- Provide for a safe and coordinated response to emergencies.
- Protect the District's facilities and properties.
- Enable the District to restore normal conditions with minimal confusion in the shortest time possible.
- Provide for interface and coordination between sites and the District Emergency Operations Center (EOC).
- Provide for interface and coordination between sites and the County or city EOC in which they reside.
- Provide for the orderly conversion of pre-designated District sites to American Red Cross shelters, when necessary.

Schools are required by both federal statute and state regulation to be available for shelters following a disaster. The American Red Cross (ARC) has access to schools in damaged areas to set up their mass care facilities, and local governments have a right to use schools for the same purposes. This requires close cooperation between school officials and ARC or local government Representatives, and should be planned and arranged for in advance.

In an Emergency Building Evacuation, all employees will:

- Upon emergency alert, secure work area and depart/report to assigned area.
- Perform duties as pre-assigned by the Principal in cooperation with emergency services personnel.
- DO NOT re-enter the building without permission or request of emergency service authorities.
- Remain in the general assembly areas and calm students if not assigned another duty.
- When signaled to re-enter safe areas of the school, quickly do so.
- Upon safe re-entry, report anything amiss to the Operations Chief.

In an Emergency Building Evacuation, teachers will also:

- Upon alert, assemble students for evacuation using designated routes and account for all students.
- Secure room.
- If possible, leave a note on the door advising where the class evacuated to if other than the standard assembly area.
- Upon arrival at the assembly area, account for all students.
- Secure medical treatment for injured students.
- Report any students missing or left behind because of serious injuries.
- Stay with and calm students.
- If signaled to re-enter school, assure students do so quickly and calmly.
- Account for all students.
- Check room and report anything amiss to the Team Leader and/or Operations Chief.
- Debrief students to calm fears about the evacuation.

In an Emergency Campus Evacuation:

If it is necessary to evacuate the entire campus to another school or relief center, the Principal will:

- Notify the Superintendent of the Campus Evacuation.
- Cooperate with emergency authorities in enlisting students/staff with cars to help transport evacuees.
- Direct the evacuation, assure all students/staff are accounted for as they depart and arrive.

Dismissal of students from the school shall be governed by the emergency procedures outlined in this procedure guide and consistent with the Initial Response System. However, this policy does not preclude the exercise of professional judgment by an administrator when the circumstances of the situation indicate dismissal to be in the best interest of the student.

- Each teacher MUST KEEP THE REGISTER OR ENROLLMENT SHEET OF PUPILS READILY AVAILABLE AT ALL TIMES. The teacher will remain with students until directed otherwise.
- In the absence of orders from the superintendent, each school principal is authorized and directed to implement plans as described herein or take such other action as may be necessary to save lives and mitigate the effects of disasters.
- During an emergency period or condition created by disaster, occurrence students may only be released to parent, guardian or other adult specified on the Emergency Data Card. THERE SHALL BE NO EXCEPTIONS TO THIS POLICY.

Emergency Announcements will be provided on the following radio stations:

AM Radio Stations:

KTNQ-AM 1020 "Univision America" Spanish
KNX-AM 1070 "KNX 1070 Newsradio"
KUNX-AM 1400 "La Super X" Spanish
KKZZ-AM 1520 "La Voz" Spanish
KVTA- AM 1590 "Ventura's Talk Authority"

FM Radio Stations:

KCRU-FM 89.1 "Public Radio for Southern California"
KIND-FM 94.1 "Radio Indigena 94.1" Spanish / Mixteco
KXLM-FM 102.9 "Radio Lazer 102.9 FM" Spanish

CALIFORNIA EMERGENCY SERVICES ACT (CHAPTER 7, DIVISION 1, TITLE 2, CALIFORNIA GOVERNMENT CODE)

The Act provides the basic authorities for conducting emergency operations following a proclamation of Local Emergency, State of Emergency, or State of War Emergency by the Governor and/or appropriate local authorities, consistent with the provisions of this Act.

CALIFORNIA GOVERNMENT CODE, SECTION 3100, TITLE 1, DIVISION 4, CHAPTER 4.

States that public employees are disaster service workers, subject to such disaster service activities as may be assigned to them by their superiors or by law. The term "public employees" includes all persons employed by the state or any county, city, city and county, state agency or public district, excluding aliens legally employed.

The law applies to public school employees in the following cases:

- When a local emergency is proclaimed.
- When a state of emergency is proclaimed.
- When a federal disaster declaration is made.

The law has two ramifications for School District employees:

1. It is likely that public school employees are pressed into service as Disaster Service Workers by their superiors, and may be asked to do jobs other than their usual duties for periods exceeding their normal working hours.
2. When pressed into disaster service, employees' Workers' Compensation Coverage becomes the responsibility of state government (OES), but their overtime pay is paid by the school. These circumstances apply only when a local or state emergency is declared. States that (the Governor's Office of Emergency Services has stated) inadequately trained school staff render school officials potentially liable for acts committed or omitted by school staff acting within the scope of their training during or after a disaster. (Sub Sections 835-840.6). It requires that school districts be prepared to respond to emergencies using SEMS. (Section 8607, the Petris Bill).

CALIFORNIA CIVIL CODE, CHAPTER 9, SECTION 1799.102

It provides for "Good Samaritan Liability" for those providing emergency care at the scene of an emergency. ("No person, who, in good faith and not for compensation, renders emergency care at the scene of an emergency, shall be liable for any civil damages resulting from any act or omission. The scene of an emergency shall not include emergency departments and other places where medical care is usually offered.")

PUBLIC AGENCY USE OF SCHOOL BUILDINGS FOR EMERGENCY SHELTERS

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

AFTER SCHOOL PROGRAM

The after-school program staff is trained annually in regard to disaster response. The District maintains a full-time After School Program Manager, who oversees safety training and disaster preparedness for the program. The After School Program Manager ensures that the following safety components are addressed within the after-school program environment:

- Elements of a safe and orderly environment
- Emergency evacuation procedures
- Student release procedures
- Incident Command Team responsibilities
- Child abuse reporting
- Rules, expectations and consequences
- Non-discrimination and harassment reporting

TRAINING

All staff are trained annually in regard to disaster procedures within the Comprehensive School Safety Plan and the District's Emergency Operations Plan. The school conducts monthly safety drills for fire and earthquake. The school also conducts a lockdown security drill at a minimum of once yearly within the first month of school under the direction of the School Resource Officer.

FOR DISASTER PLAN PROTOCOLS AND PROCEDURES (SEE APPENDICES).

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

The Oxnard School District Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5)

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to himself/herself or others. (Education Code 48915)

The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be specified in administrative regulation.

Suspended or expelled students shall be excluded from all school-related extracurricular activities during the suspension or expulsion.

STUDENT DUE PROCESS

The board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in administrative regulation and law. (Education Code 48911, 48915, 48915.5)

ALTERNATIVES TO SUSPENSION / OPTIONS

All schools within the Oxnard School District may establish a suspension program, which involves progressive discipline during the school day on campus, conferences, detention, student study team, referral to support services staff and/or other resources including District.

REQUIRED PARENTAL ATTENDANCE

The teacher of the class from which the student was suspended may require the parent/caregiver to attend a portion of a school day in the classroom in coordination with the principal and in accordance with all related policies/regulations for implementing this school suspension option.

DEFINITIONS

Suspension from school means removal of a student from ongoing instruction for adjustment purposes.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision of school personnel.

NOTICE OF REGULATIONS

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Education Code 35291.5, 48900.1, 48980)

Notification shall include information about the availability of individual school rules and all district policies and regulations pertaining to student discipline. (Education Code 35291)

GROUND FORS SUSPENSION AND EXPULSION

Students may be subject to suspension or expulsion for committing any of the acts listed below:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
- (2) Willfully used force or violence upon the person of another, except in self-defense.
- b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
- c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
- d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco, or tobacco products.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
- l) Knowingly received stolen school property or private property.
- m) Possessed an imitation firearm.
- n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
- o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
- r) Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:
 - (1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:
 - (A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
 - (B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
 - (C) Causing a reasonable pupil to experience substantial interference with his or her academic performance.
 - (D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.
 - (2) (A) "Electronic act" means the transmission, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication.
 - (i) A message, text, sound, or image.
 - (ii) A post on a social network Internet Web site including, but not limited to:

- (I) Posting to or creating a burn page. "Burn page" means an Internet Web site created for the purpose of having one or more of the effects listed in paragraph (1).
- (II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
- (III) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

(B) Notwithstanding paragraph (1) and subparagraph (A), an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

(3) "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs

s) Aided or abetted the infliction or attempted infliction of physical injury.

E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.

E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.

E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.

E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

MANDATORY RECOMMENDATION FOR EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be in violation of Education Code 48915(a)(1), unless the principal determines that alternative means of correction would address the conduct.

(a)(1)(A) Causing serious physical injury to another person, except in self-defense.

(a)(1)(B) Possession of a knife, or other dangerous object of no reasonable use to the pupil.

(a)(1)(C) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).

(a)(1)(D) Robbery or extortion.

(a)(1)(E) Assault or battery upon any school employee.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be in violation of Education Code 48915(c). Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))

2. Brandishing a knife as defined in Education Code 48915(g) at another person.

3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.

4. Committing or attempting to commit a sexual assault.

5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts, which may involve the possession or sale of narcotics or of a controlled substance, or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c)

or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION

Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

BULLYING

CALIFORNIA STATE LAW REGARDING BULLYING

Right to Safe Schools. All students and staff of public primary, elementary, junior high, senior high schools, and community colleges, colleges, and universities have the inalienable right to attend campuses which are safe, secure and peaceful.

AB 9 – Seth's Law

Requires schools to establish policies to prevent bullying and to address and be responsive to complaints about bullying.

- Requires school districts to include in its non-discrimination policy a detailed list where discrimination, harassment, intimidation, and bullying are prohibited under existing law—actual or perceived sexual orientation, gender, gender identity expression, race or ethnicity, nationality, religion, disability, or association with a person or group with one or more of these actual or perceived characteristics.
- Requires each school districts non-discrimination policy to describe the district's procedure for addressing discrimination and harassment complaints; and be publicized in places for student and parental access.
- School districts are to strengthen professional development curricula for teachers, school counselors, and administrators with instruction on identifying and stopping discrimination and harassment and creating a school-wide culture of inclusion and respect for differences.

AB 746 - Cyber bullying.

Existing law, the Interagency School Safety Demonstration Act of 1985, defines bullying as one or more acts of sexual harassment, hate violence, or intentional harassment, threats, or intimidation, directed against school district personnel or pupils, committed by a pupil or group of pupils. Under existing law, bullying, including bullying committed by means of an electronic act, as defined, is a ground on which suspension or expulsion may be based. This bill would specify that an electronic act for purposes of the act includes a post on a social network Internet Web site.

AB 1156 – Bullying In Schools

Redefines California anti-bullying law by expanding the definition of bullying and linking it to academic achievement. It will also strengthen policies and procedures to reduce bullying in schools and keep students safe.

- Requires training of school site personnel in the prevention of bullying
- Links bullying to academic achievement
- Gives victims of bullying priority for school transfer, if requested
- Encourages school districts and county offices of education to include policies and procedures on the prevention of bullying in the school safety plan

OXNARD SCHOOL DISTRICT BOARD POLICY 5131.2

Bullying

The Board of Trustees recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

Cyberbullying includes the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Strategies for bullying prevention and intervention shall be developed with involvement of key stakeholders in accordance with law, Board policy, and administrative regulation governing the development of comprehensive safety plans and shall be incorporated into such plans.

Bullying Prevention

To the extent possible, district and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and strategies to establish a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for perpetrators of bullying.

The district may provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies.

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias.

Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When appropriate, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators. He/she also may involve school counselors, mental health counselors, and/or law enforcement.

Complaints Procedures

The Board hereby designates the following position to handle complaints regarding bullying and inquiries regarding the district's bullying policies:

Assistant Superintendent, Human Resources and Support Services
1051 South A Street
Oxnard, CA 93030
(805) 385-1501 ext. 2050

Any student who feels that he/she has been subjected to bullying should immediately contact the Coordinator, the principal, or any other staff member. Any student or school employee who observes an incident of bullying should report the incident to the Coordinator or principal, whether or not the victim files a complaint.

Upon receiving a complaint of bullying, the Coordinator shall immediately investigate the complaint in accordance with site-level complaint procedures specified in AR 1312.3- Uniform Complaint Procedures.

The Superintendent or designee shall ensure that the student handbook clearly describes the district's bullying policy, procedures for filing a complaint regarding bullying, and the resources that are available to students who feel that they have been the victim of bullying. The district's policy may also be posted on the district website or any other location that is easily accessible to students.

When a student is reported to be engaging in bullying off campus, the Assistant Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.

When a student uses a social networking site or service to bully or harass another student, the Assistant Superintendent or designee shall file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

Discipline

Any student who engages in bullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion, in accordance with district policies and regulations. Alternative means of correction will be considered where appropriate, as required by Education Code section 48900.5

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.

- (a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 or Section 48915 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.
- (b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.
- (c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision a is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.
- (d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.
- (e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

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(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

EMILIE RITCHEN SCHOOL DRESS POLICY

All students will be held to the Emilie Ritchen School Dress Code Policy. Students who violate the dress code policy will be requested to fix inappropriate clothing, change into loaners, or call home to have proper clothing items brought to school. Parents and/or Guardians may be called to bring appropriate clothing to school. The following will be strictly adhere to:

DRESS CODE:

The Emilie Ritchen Dress Code Policy is based upon the principle that the primary responsibility for student grooming lies with the student and his or her parents. The purpose of the dress standards shall be to ensure a safe and secure environment in which to offer a quality education. Schools have the authority under State law to restrict the wearing of clothes, which could be considered to be "gang" attire. Gang-Related apparel is defined as apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus. All clothing shall be neat, clean and acceptable in repair and appearance and shall be worn within the bounds of decency and good taste as appropriate for school.

- Garments shall be sufficient to appropriately conceal undergarments at all times.
- Shoes should be comfortable for Physical Education.
- Articles of clothing, which display gang symbols, profanity or products, or slogans, which promote tobacco, alcohol, drugs; materially interfere with schoolwork; create disorder or disrupt the educational process are not allowed. Gang related apparel is defined as apparel that reasonably can determine to threaten the health and safety of the school environment if it were worn or displayed on a school campus. California Education Code Title V, Section 302: A pupil who goes to school without proper attention having been given to personal cleanliness or neatness of dress, may be sent home to be properly prepared for school, or shall be required to prepare himself for the schoolroom before entering. Students may not wear clothing or hairstyles that will be disruptive to the educational process. Professional or collegiate team shirts will be allowed as our goal is to have students college and career ready and these items can support discussion and curiosity on the part of students to learn more about colleges.
- Metal accessories and jewelry that present a hazard to the health and safety are prohibited.
- Tank tops may not be worn even with a T-shirt underneath.
- Over-sized clothing is inappropriate and must not create a safety hazard during physical activity. Clothing may be no larger than one size larger than the appropriate size. Pants must stay up on hips without the use of a belt and should not cover shoes. Shirts must be worn tucked in while in school or at any school or district sponsored activity.
- Beach wear, halter-tops, tube tops, bare midriffs or chest, see through outfits, or off the shoulder blouses or blouses with thin straps are not appropriate or acceptable.
- Walking shorts are permissible and must be at least mid thigh in length. This can be easily measured by having a student hold their arms straight down at their sides and the shorts should be at the end of the fingers or longer. All sports wear type shorts, bike shorts (spandex), frayed shorts, shorts with holes or short-shorts are unacceptable.
- Shorts that stop between mid-calf and knees worn with long white socks are considered gang attire and may not be worn. There must be at least four inches between the top of the socks and bottom of the shorts. Thigh high is not acceptable attire for school.
- Straps must be fastened at all times. Bib overalls must be worn with both straps fastened.
- Tights will be allowed if over garment reaches 4 inches above the knee.
- All students must wear shoes. Strap on tennis shoes need to be strapped across the foot for safety. Thongs or shoes and sandals without heel straps are inappropriate for safety reasons.
- Hats may be worn outside the classroom. Gang related symbols of any kind on the hats are not acceptable. Only official school hats, inclement weather or sun protection hats or hats that are part of an accessorized outfit are acceptable. No hats are to be worn in the building.
- A belt with military type buckles, oversized buckles or chains may not be worn. Belts must be appropriately fitted.
- Exceptions to the dress code can only be made for medical, health reasons, or religious beliefs.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

Emilie Ritchen staff continually monitors the safety of all students upon arrival and dismissal from school and throughout the day. Routines and procedures are established for the arrival and dismissal of students. Traffic is monitored in the front of the school both before and after school and the asphalt and play area behind the school is supervised. Student Supervision is conducted by school personnel, including, but not limited to, campus supervisors, teachers, instructional aides, custodial staff and administrators. Public Meetings (PTA, ELAC, Title I Parent Meeting, SSC) were used to discuss the school's concerns about safety and to get additional information and suggestions from parents. Suggestions from parents may be made at any time throughout the school year by emailing the principal or making an appointment.

At the beginning of every school year, families and/or guardians are asked to complete an emergency contact information card for their children. Persons picking up students during the day must present a valid ID, be 18 years of age, noted on the emergency contact information, and sign the student(s) out in the office. If phone numbers and other contact information change during the school year, parents and/or guardians are responsible for updating their child's emergency contact information. In the case of parent separation or divorce, it is the responsibility of the custodial parent(s) to provide current court orders that will be attached to the child's emergency card. If these court orders change, an updated copy needs to be provided to the school. In cases with complicated custodial orders (i.e. child is with one parent every other week, or custody changes in mid week) it is always in the best interest of the parents and their child if a calendar is provided to the school on a monthly basis to clarify which parent the child can leave with during the school week.

For morning arrival, there will be a single one way lane in front of the school to safely drop off students. For student drop off, the front driveway will be divided into two lanes with cones each morning by a campus supervisor. The lane closest to school building will be for student drop off ONLY, the other will be for vehicles requiring handicap parking spaces with appropriate stickers and/or for emergency vehicles. Cars will enter the Gallatin Place side of the school and exit onto Cabrillo Way. There will be cones on the sidewalk indicating drop off points. When entering the Gallatin side of the school driveway, cars should pull up to the farthest drop off point available, allowing other cars behind them to drop off at same time. Students must not be dropped off when cars are in or near the entrance of the driveway, since this will cause traffic to back up. Buses will use the BUSES ONLY ZONES located on either side of the school, Gallatin Place and Cabrillo Way. Entry to the school building will be through main entrance only. The hallway doors into the upper and primary sides of the building will remain closed. No adults or students are to be in the halls in the morning. When students arrive, they are to go to the playground or cafeteria immediately. No adults are to escort their children to the playground or are to enter the cafeteria.

No students are to arrive at school before 8:00am unless a student is in a tutoring or other group before school and the office has been made aware of this in advance. Upon arrival, from 8:10am and later, all students are to go to the cafeteria for breakfast. At 8:25 students will be released from the cafeteria to the blacktop near their class lines. Students are not allowed on campus until after 8:00am due to lack of supervision. No students are to be in classrooms or hallways unattended. At the first bell, 8:35am, students are to immediately go to their "line" and wait for their teacher to escort them to the classroom and parents are asked to exit campus. Instructional minutes begin at 8:40 and any student who is not in their "line" at 8:40 shall be counted tardy. All students are to enter the building through the front entrance. Those students who enter after 8:40am will be stopped and asked to wait for a "tardy slip" to take to their class. When a student is absent, the Parent or Guardian needs to notify the school through a written note or phone call to the office within 72 hours of the absence. Excused absences include: illness, medical/dental appointments, court appearances (for students), religious observations, or death of an immediate family member. The following are considered trancies: 1. Being absent from school without the knowledge and consent of the parent/guardian/school; 2. Leaving the school grounds during the day without permission; and 3. Staying out of class without permission.

Upon dismissal at 2:55pm, the parking lot will be closed off and NO student pick up will be allowed via the parking lot. For student pick up, the front driveway will be divided into two lanes with cones each afternoon by a campus supervisor. The lane closest to school building will be for student pick up ONLY, the other will be for vehicles requiring handicap parking spaces with appropriate stickers and/or for emergency vehicles. Cars will enter through the Gallatin Place side of the school and exit onto Cabrillo Way. Buses will use the BUSES ONLY ZONES located on either side of the school, Gallatin Place and Cabrillo Way. There are handicapped parking spots inside that driveway and cars with the appropriate sticker will be admitted to park.

School personnel will supervise students at dismissal in the front of the building. All students are to be picked up immediately following dismissal. Dismissal time for Transitional Kinder and Kindergarten students is 2:02 pm. All Transitional Kinder and Kindergarten students must be picked up no later than 2:10pm. Those students who walk are to leave campus at dismissal time unless arrangements have been made with the Emilie Ritche office staff. Arrangements must be made for all students to be picked up within 20 minutes of school dismissal. For Transitional Kinder and Kindergarten dismissal, the bus loading and unloading area near the Kindergarten playground area is to be used by school buses ONLY. "No parking" signs are posted and no private vehicles are to be parked and/or left in this area for student drop off and/or pick-up. Parents are encouraged to park in the neighborhood to walk up and pick up their children. Ritche's Administration works directly with Oxnard Police Department, the City of Oxnard, district Risk Management and Facilities to continuously monitor school procedures for safe ingress and egress.

Students who ride buses are to line up where instructed and wait patiently for the arrival of the bus. They will be supervised by school staff until the bus arrives and they board the bus. Students will not be allowed to use the office phone to call home to change after school plans unless directed to do so by their teacher or office staff. All students should be aware of where they are to be after school and arrangements for any changes should be made before the child goes to school. Students waiting for an individual to pick them up are to wait in the immediate front of the school. They are not to go to the Gallatin side of the building or across the driveway in the grassy area. Due to the need for supervision, all students are to stay in front of the building.

During the school day, students are supervised at all times. When one student or a small group of students is in the hallways to run an errand, go to the restroom, library, computer lab, etc, the students must have a hall pass in their possession. All school personnel are responsible for monitoring hallways, restrooms, etc.

Emilie Ritche Elementary School is a Closed Campus. All gates which provide access to the classrooms and other rooms, except the main office, remain locked during regular school hours. Staff continuously monitors the safety of all students upon arrival and dismissal from school, including at the bus stops, and throughout the school day, following established routines and procedures. Visitors to the Emilie Ritche campus must sign in at the front office and wear their visitor badge while at school. Parents are asked not to go to classrooms without prior clearance from the office and a visitor's badge. Parents are always welcome to serve as volunteers in classrooms, however, school district Volunteer Clearance Procedures must be followed. Names of approved volunteer will be provided by the district office only. At the beginning of the day, the double blue fire doors will be closed and no students or adults (except staff) are to enter those hallways. All students are to go directly to the cafeteria for breakfast or to the playground. There will be 5th grade student escorts to walk students to their destination if needed. All students are to enter through main doors. All exterior doors will be locked to deter entrance to the building except through the front doors at dismissal.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

Positive School Climate

Element:

Schoolwide Positive Behavior Support System

Opportunity for Improvement:

Implementation of schoolwide Positive Behavior Support Program: CHAMPs.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Inform all students of behavior expectations.	Teachers review their classroom expectations regularly so all students are informed of CHAMPS implementation; these will also be posted in all classrooms and other learning environments at school: cafeteria, hallways, library, restrooms, labs.	Posters to reinforce behavior expectations, teacher provided information, assemblies for all grade levels; parent newsletters and meetings to inform parents so they can reinforce expectations of safety.	Principal.	Classroom visits, observation of students in areas other than classrooms, reports from all staff, observations of CHAMPS implementation and peer support. Follow through with Hate Crime Reporting Procedures as necessary.
Inform all staff of supervision expectations.	At the beginning of each year and throughout the year, classroom expectations will be communicated to ensure teacher consistency in maintaining a positive learning environment; each year professional development will be provided for new teachers on CHAMPS and a refresher for returning teachers.	CHAMPS, Peer teacher support; share strategies successful with students in the past, positive reinforcement for appropriate behavior - contests, access support for the student/teacher/family from the ORC and counselor; etc.	Principal, Safety Committee, Parent Organizations, Counselor, ORC, Teachers.	Review of behavior referrals, information from Playground Supervisors, Observation of teachers.
Inform all parents/guardians through meetings and asking for input to increase positive student behaviors. Parents will be offered the opportunity to provide input on an ongoing basis whether in meetings, an appointment with administrator or suggestions box.	Inform parents via SSC, ELAC, Title I meetings.	CHAMPS, ORC, Counselor, Parent Meetings	Principal, Safety Committee.	Teacher reports of interactions with parents, office staff reports of interactions with parents, parent survey, Information from parents at SSC, ELAC meetings.

Component:

School's Safe Physical Environment

Element:

Safe School Environment

Opportunity for Improvement:

Ensure the facility is in safe working order.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Be certain that the facilities including playground is in safe working order.	<ol style="list-style-type: none"> 1. Conduct regular Inspections for facility conditions. 2. Submit and monitor facility work orders. 	District Office facilities for concerns.	Principal, Lead Custodian, Playground supervisors.	District checklist and work orders.
Ensure a Closed Campus safe from intruders.	<ol style="list-style-type: none"> 1. Threat assessment with OPD. 2. Schedule quarterly lockdown drills. 3. Ensure gate locks are working and used. 	Threat Assessment.	Principal, Lead Custodian.	Feedback from OPD.
Communicate Safety Plans to the community.	<ol style="list-style-type: none"> 1. Ask teachers to provide information on school-wide safety issues to the school office manager and/or Principal. 2. Share safe school plan information to all stakeholders. 	Safe School Plan.	Teachers, Parents, Custodians.	Reports of issues being addressed, Meeting Agendas.

Component:

Disaster Preparedness

Element:

School Safety

Opportunity for Improvement:

Ensure all staff and students are prepared in case of emergency.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Students know what to do in case of an emergency such as fire, earthquake, or lockdown.	Conduct monthly emergency preparedness drills.	Disaster Drill Procedures.	Principal.	Fire and Disaster Drill Report, Teacher reports, OPD reports.
Communicate Safety Plans to the Community.	Share safe school plan information with all stakeholders.	Progressive discipline matrix.	Principal.	Meeting Agendas.
Ensure emergency operations plan is implemented.	1. Hold monthly emergency preparedness drills. 2. Train staff and teachers on their responsibilities and stations during a disaster.	Emergency Operations Plan.	Principal, Safety Committee.	OPD Feedback.

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Emilie Ritche Elementary School Student Conduct Code

Here at Emilie Ritche Elementary School, we take pride in fostering a safe, positive, and professional learning environment. In order to address our students' social, emotional, and behavioral needs, students are identified through the CST and SST process to receive individual and/or small group counseling services provided by our school counselor. Our progressive discipline matrix assists teachers and administration with clear guidelines for responding to student behavior at both the classroom and school levels. The CHAMPS (Conversation, Help, Activity, Movement, Participation, and Success) model guides all staff in providing a proactive and positive approach to managing student behavior both in and out of the classroom. Our Positive Behavior Intervention and Support (PBIS)/ School Safety Team meets on an ongoing basis to analyze student discipline data, identify areas of focus, and provide recommendations to school staff in order to strengthen our school's positive learning environment. Weekly Eagle Assemblies and monthly Awards Assemblies honor and recognize the hard work and positive choices students make by rewarding students with praise, recognition, and incentives.

As part of our school-wide PBIS focus, Students at Emilie Ritche Elementary School are Expected to SOAR like Eagles throughout every context of the school (e.g., classroom, hallways, playground, office, cafeteria, bathrooms, etc.). SOAR stands for:

- (S) Be Safe
- (O) Take Ownership
- (A) Pay Attention
- (R) Be Respectful

Ritche Elementary reinforces positive behavior by providing students with positive reinforcements for meeting their academic, social and emotional goals throughout the school year. Events and activities such as the annual Accelerated Reader Carnival, monthly Eagle Dollar Store, Awards Assemblies, Cookies with the Counselor have been calendared to provide students with academic and behavioral incentives to fully maximize their potential.

GENERAL

Education Code 44807: Every teacher in the public schools shall hold Pupils to a strict account for their conduct on the way to and from school, on the playgrounds, or during recess. A teacher, vice principal, principal, or any other certificated employee of a school district, shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of his duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning.

CONDUCT CODE PROCEDURES

The school rules and procedures were developed and adopted in accordance with California education code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas.

(J) Hate Crime Reporting Procedures and Policies

In order to create a safe learning environment for all students, the Board of Trustees desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual based on his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the teacher and Principal. Upon receiving such a complaint, the Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 - Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation. Students are expected to respect all others while on school grounds or while participating in school activities. Any student engaging in hate-motivated behavior will be subject to the school discipline policies in accordance with the district policies and guidelines.

Safety Plan Review, Evaluation and Amendment Procedures

A Safety Committee is created every school year. The purpose of the committee is to review the Safety Plan on a continual basis and make any necessary changes and adjustments in order to ensure the safety of students and staff members. The committee meets on a monthly basis to review and make any necessary recommendations and changes. All changes are brought to the attention of the entire staff and stakeholders, including classified, certificated, and PreSchool program staff, students, and families, at staff, parent, and school committee meetings. Each school year, the plan is reviewed in the fall (August - November), approved by the School Site Council in December, reviewed by the school district in January, and approved by the School District Governing Board in February.

Comprehensive School Safety Plan SB 187 Compliance Document

2022-2023 School Year

School: Rose Avenue Elementary School
CDS Code: 56725386055370
District: Oxnard School District
Address: 220 South Driskill Street
 Oxnard, CA 93030
Date of Adoption: February 15, 2023
Date of Review: -with Staff
 12/6/2022
 -with Law Enforcement
 January 2023
 -with Fire Authority
 January 2023

Reviewed by:

Name	Title	Signature	Date
Diana Perez	Principal	<i>Diana Perez</i>	12/9/2022
Sarah Manley	4th Grade Teacher (SDC)	<i>Sarah Manley</i>	12/9/2022
Leticia Vidal	1st Grade Teacher/School Site Council Chairperson	<i>Leticia Vidal</i>	12/13/2022
Alejandra Santos	ORC	<i>Alejandra Santos</i>	12/13/22
Steven Fimbres	ASP Coordinator	<i>Steven Fimbres</i>	12/19/22
Nancy Gonzalez	ELAC President	<i>Nancy Gonzalez</i>	12/15/2022
Alicia Perez	Attendance Technician	<i>Alicia Perez</i>	12/9/2022
Mayra Perez	Counselor	<i>Mayra Perez</i>	12/9/22
Cynthia Manriquez	Psychologist	<i>Cynthia Manriquez</i>	12/9/22
Gricelda Tapia	4th Grade Teacher	<i>Gricelda Tapia</i>	12/12/22
Maria Tamsing	3rd Grade Teacher	<i>Maria Tamsing</i>	12/13/22

Name	Title	Signature	Date
Charlotte Hwan	4th/5th Teacher	<i>Sh Hwan</i>	12/9/2022
	Police Department Representative		
Scott Brewer	Fire Department Representative		

Name	Title	Signature	Date
Charlotte Hwan	4th/5th Teacher		
<i>Luis M. Arce</i>	Police Department Representative	<i>Luis M. Arce</i>	<i>2/6/23</i>
Scott Brewer	Fire Department Representative	<i>S. Brewer</i>	<i>1/30/23</i>

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Senate Bill 187: Comprehensive School Safety Plan Purpose

Effective January 1, 2019, Assembly Bill 1747 (Rodriguez), School Safety Plans, became law. This bill requires that during the writing and development of the comprehensive school safety plan (CSSP), the school site council or safety committee consult with a fire department and other first responder entities in addition to currently required entities. It requires the CSSP and any updates made to the plan to be shared with the law enforcement agency, the fire department, and the other first responder entities.

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

- Assessment of school crime committed on school campuses and at school-related functions
- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy (electronic or paper) of the Comprehensive School Safety Plan is provided yearly to the following:

- School staff
- Parents
- After-school program staff
- Oxnard Police Department
- Oxnard Fire Department
- Early Childhood Education staff
- Volunteer Coaches

A copy of the Comprehensive School Safety Plan is available for review online at www.oxnardsd.org or in the Rose Avenue Elementary School's office.

COVID-19 PANDEMIC INFORMATION FOR 2022 – 2023 SCHOOL YEAR

For the most up-to-date information concerning our COVID-19 protocols, feel free to visit the following websites:

Oxnard School District @ www.oxnardsd.org

Ventura County Department of Public Health @ www.vhca.org
Center for Disease Control and Prevention @ www.cdc.gov

Safety Plan Vision

Student safety is a top priority at Rose Avenue Elementary School. School staff are dedicated to providing a safe, positive, and nurturing environment that is conducive to learning in order for students to achieve school success.

Components of the Comprehensive School Safety Plan (EC 32281)

Rose Avenue Elementary School Safety Committee

Diana Perez (Principal), Claudia Morales (Office Manager), Alicia Perez (Attendance Technician), Sarah Manley (SDC Teacher), Leticia Vidal (Teacher and SSC Chairperson), Maria Tamsing (Teacher), Gricelda Tapia (Teacher), Charlotte Hwan (Teacher), Mayra Perez (School Counselor), Alejandra Santos (ORC), Cynthia Manriquez (School Psychologist), Nancy Gonzalez (ELAC President), Steven Fimbres (After-School Program Coordinator), Police Department Representative, and Fire Department Representative

Assessment of School Safety

Maintaining a Safe Campus:

- The site monitors Office Referrals, Attendance Rates Suspensions/Expulsions Data, and the Panorama Survey Results to assure that there continues to be improvements in students' behavior and the overall school climate. School Safety is a frequent topic at PBIS, Leadership, Staff, SSC, Coffee with the Principal and ELAC meetings where both feedback and input is highly encouraged.
- The School Principal will invite a representative from the Oxnard Police Department for an annual security inspection of the campus and a representative from the Oxnard Police Department will be present during a whole school evacuation drill.
- Risk Management conducts a safety inspection of the campus each year. A report is submitted and necessary changes are made.
- The Lead Custodian and the School Principal conduct bi-monthly safety inspections and submit a report to the District Office.
- Safety issues are reported by staff to school site administration. Safety issues are handled by the lead custodian or through work orders to the district office.
- The Safety Committee reviewed and discussed procedures to be followed by staff and students during emergencies.
- Monthly drills, evaluation of monthly drills, and an end of the year self evaluation are conducted in collaboration with the Oxnard Police Department. (Example: Lockdowns, Fire, Earthquake, Evacuation)
- The Safety Committee meets regularly to review all safety procedures and makes necessary revisions as needed.

Emergency Supplies:

- An annual inventory is conducted for all emergency equipment and all staff are provided with this equipment at the beginning of the year. All emergency equipment is replenished as needed. (Example: Emergency Backpack, First Aid Materials, Portable Toilet Bucket)

Discipline and Behavior:

- The school has adopted PBIS (CHAMPS and Restorative Justice Practices) as a school wide approach to promote positive student behavior and expectations.
- The school's Principal will meet with students via school assemblies throughout the year to review school rules and expectations.
- The school's Principal, PBIS Team, and Counselor will support teachers with CHAMPS and social-emotional lessons in the classroom.
- The school's Counselor will provide Social Skills Groups and Counseling as needed.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

The following strategies and programs are consistent with California educational code 32281 and reflect the school's commitment to safety within the following areas:

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

Each employee has been properly trained on Child Abuse Reporting Procedures, the timeline to report, and the procedures for providing information to the School Office Manager, School Principal, and Oxnard School District's Director of Pupil Services.

GENERAL

As stated in the Board Policy (BP 5141.4), "District employees shall report known or suspected incidence of child abuse in accordance with district regulations and state law. Employees shall fully cooperate with the child protective agencies responsible for reporting, investigating and prosecuting cases of child abuse."

When an employee suspects child abuse, the employee shall immediately meet and discuss the situation with a school counselor or an administrator. Information will be noted (name of person making report, name of child, present location of child, nature and extent of injury, and all other pertinent information.) At that time the counselor or administrator will assist the employee in making a call to Children and Family Services (654-3200) or the local Police Department (Oxnard 385-7600, Sheriff's Dept. 654-2311). The counselor or administrator will make note of time, date and name of official contacted. The employee will then complete and mail the required written report to the local Children and Family services agency. The counselor or assistant principal will notify the principal.

Employees (mandated reporters) have absolute immunity and are not liable for filing a required report. If a mandated reporter does not wish to disclose his/her identity to a district administrator, he/she shall at least provide or mail a copy of the written report to the district without his/her signature or name after making the required call to Children and Family Services or appropriate law enforcement agency. Mandated reports of sexual activity must be reported to either the Department of Children and Family Services (DCFS) or to the appropriate police jurisdiction. This information will then be cross-reported to the other legal agency.

School manager either mails or faxes over the completed abuse form to CFS within 36 hours of the report. School office manager gives a copy to principal and to the Oxnard School District Superintendent.

SEXUAL ACTIVITY

Child abuse laws change from time to time. Should you suspect that a student is engaged in unlawful sexual activity, please consult with the school social worker and campus officer to determine if particular provisions under this section are current and in effect.

- a. Involuntary sexual activity is always reportable.
- b. Incest, even if voluntary, is always reportable. Incest is a marriage or act of intercourse between parents and children; ancestors and descendants of every degree; brothers and sisters of half and whole blood and uncles and nieces or aunts and nephews. (Family Code §2200).
- c. Voluntary Sexual Activity may or may not be reportable. Even if the behavior is voluntary, there are circumstances where the behavior is abusive, either by Penal Code definition or because of an exploitative relationship, then this behavior must be reported. If there is reasonable suspicion of sexual abuse prior to the consensual activity, the abuse must be reported.

Reportable Sexual Activity if a Child is 14 Years of Age and:

- a. Partner is younger than 14 years old, but there is a disparity in chronological or maturational age or indications of intimidation, coercion or bribery or other indications of an exploitative relationship.
- b. Partner is 14 years or older lewd & lascivious acts committed by a partner of any age partner is alleged spouse and over 14 years of age.

Reportable Sexual Activity if the Child is 14 or 15 years and:

- a. There is unlawful sexual intercourse with a partner older than 14 but less than 21 years of age and there is no indication of abuse or evidence of an exploitative relationship. There is unlawful sexual intercourse with a partner older than 21 years
- b. There is lewd and lascivious acts committed by a partner more than 10 years older than the child is.
- c. The partner is the alleged spouse and over 21 years of age

Reportable Sexual Activity if the Child is 16 or 17 years and:

- a. The partner is less than 14 years of age
- b. There is unlawful sexual intercourse with a partner older than 14 and there is evidence of an exploitative relationship
- c. The partner is the alleged spouse and there is evidence of an exploitative relationship

Reportable Sexual Activity if the Child is under 18 years:

- a. Sodomy, oral copulation, penetration of a genital or anal opening by a foreign object, even if consensual, with a partner of any age.

Not Reportable Sexual Activity:

- a. Child is 14 years or younger and partner is younger than 14 years and of similar age or maturational age. Sexual behavior is voluntary and consensual. There are no indications of intimidation, coercion, bribery, or other indications of an exploitative relationship.

- b. Unlawful sexual intercourse of a child 14 to 15-years old with a partner older than 14 and less than 21 years of age and there is no indication of abuse or evidence of an exploitative relationship.
- c. Unlawful sexual intercourse with a child 16 or 17 years with a partner older than 14 and there is no indication of an exploitative relationship.

Mandated reports of sexual activity must be reported to either the Department of Children and Family Services (DCFS) or to the appropriate police jurisdiction. This information will then be cross-reported to the other legal agency.

STAFF TRAINING

All Oxnard School District staff who work with students are trained annually in regard to child abuse. New employees are trained upon being hired. Employees receive training on their legal obligation under law regarding mandated reporting. Employees also receive training to recognize signs and symptoms of child abuse.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

GENERAL

This Plan addresses the Oxnard School District's responsibilities in emergencies associated with natural disaster, human-caused emergencies and technological incidents. It provides a framework for coordination of response and recovery efforts within the District in coordination and with local, State, and Federal agencies. The Plan establishes an emergency organization to direct and control operations at all sites during a period of emergency by assigning responsibilities to specific personnel. This Plan:

- Conforms to the Federally mandated National Incident Management System (NIMS), State mandated Standardized Emergency Management System (SEMS) and effectively restructures emergency response at all levels in compliance with the Incident Command System (ICS).
- Establishes response policies and procedures, providing Oxnard School District clear guidance for planning purposes.
- Describes and details procedural steps necessary to protect lives and property.
- Outlines coordination requirements.
- Provides a basis for unified training and response exercises to ensure compliance.

OBJECTIVES

- Protect the safety and welfare of students, employees and staff.
- Provide for a safe and coordinated response to emergencies.
- Protect the District's facilities and properties.
- Enable the District to restore normal conditions with minimal confusion in the shortest time possible.
- Provide for interface and coordination between sites and the District Emergency Operations Center (EOC).
- Provide for interface and coordination between sites and the County or city EOC in which they reside.
- Provide for the orderly conversion of pre-designated District sites to American Red Cross shelters, when necessary.

Schools are required by both federal statute and state regulation to be available for shelters following a disaster. The American Red Cross (ARC) has access to schools in damaged areas to set up their mass care facilities, and local governments have a right to use schools for the same purposes. This requires close cooperation between school officials and ARC or local government Representatives, and should be planned and arranged for in advance.

In an Emergency Building Evacuation, all employees will:

- Upon emergency alert, secure work area and depart/report to assigned area.
- Perform duties as pre-assigned by the Principal in cooperation with emergency services personnel.
- DO NOT re-enter the building without permission or request of emergency service authorities.
- Remain in the general assembly areas and calm students if not assigned another duty.
- When signaled to re-enter safe areas of the school, quickly do so.
- Upon safe re-entry, report anything amiss to the Operations Chief.

In an Emergency Building Evacuation, teachers will also:

- Upon alert, assemble students for evacuation using designated routes and account for all students.
- Secure room.
- If possible, leave a note on the door advising where the class evacuated to if other than the standard assembly area.
- Upon arrival at the assembly area, account for all students.

- Secure medical treatment for injured students.
- Report any students missing or left behind because of serious injuries.
- Stay with and calm students.
- If signaled to re-enter school, assure students do so quickly and calmly.
- Account for all students.
- Check room and report anything amiss to the Team Leader and/or Operations Chief.
- Debrief students to calm fears about the evacuation.

In an Emergency Campus Evacuation:

If it is necessary to evacuate the entire campus to another school or relief center, the Principal will:

- Notify the Superintendent of the Campus Evacuation.
- Cooperate with emergency authorities in enlisting students/staff with cars to help transport evacuees.
- Direct the evacuation, assure all students/staff are accounted for as they depart and arrive.

Dismissal of students from the school shall be governed by the emergency procedures outlined in this procedure guide and consistent with the Initial Response System. However, this policy does not preclude the exercise of professional judgment by an administrator when the circumstances of the situation indicate dismissal to be in the best interest of the student.

- Each teacher MUST KEEP THE REGISTER OR ENROLLMENT SHEET OF PUPILS READILY AVAILABLE AT ALL TIMES. The teacher will remain with students until directed otherwise.
- In the absence of orders from the superintendent, each school principal is authorized and directed to implement plans as described herein or take such other action as may be necessary to save lives and mitigate the effects of disasters.
- During an emergency period or condition created by disaster, occurrence students may only be released to parent, guardian or other adult specified on the Emergency Data Card. THERE SHALL BE NO EXCEPTIONS TO THIS POLICY.

Emergency Announcements will be provided on the following radio stations:

AM Radio Stations:

KTNQ-AM 1020 "Univision America" Spanish
 KNX-AM 1070 "KNX 1070 Newsradio"
 KUNX-AM 1400 "La Super X" Spanish
 KKZZ-AM 1520 "La Voz" Spanish
 KVTA- AM 1590 "Ventura's Talk Authority"

FM Radio Stations:

KCRU-FM 89.1 "Public Radio for Southern California"
 KIND-FM 94.1 "Radio Indigena 94.1" Spanish / Mixteco
 KXLM-FM 102.9 "Radio Lazer 102.9 FM" Spanish

CALIFORNIA EMERGENCY SERVICES ACT (CHAPTER 7, DIVISION 1, TITLE 2, CALIFORNIA GOVERNMENT CODE)

The Act provides the basic authorities for conducting emergency operations following a proclamation of Local Emergency, State of Emergency, or State of War Emergency by the Governor and/or appropriate local authorities, consistent with the provisions of this Act.

CALIFORNIA GOVERNMENT CODE, SECTION 3100, TITLE 1, DIVISION 4, CHAPTER 4.

States that public employees are disaster service workers, subject to such disaster service activities as may be assigned to them by their superiors or by law. The term "public employees" includes all persons employed by the state or any county, city, city and county, state agency or public district, excluding aliens legally employed.

The law applies to public school employees in the following cases:

- When a local emergency is proclaimed.
- When a state of emergency is proclaimed.
- When a federal disaster declaration is made.

The law has two ramifications for School District employees:

1. It is likely that public school employees are pressed into service as Disaster Service Workers by their superiors, and may be asked to do jobs other than their usual duties for periods exceeding their normal working hours.
2. When pressed into disaster service, employees' Workers' Compensation Coverage becomes the responsibility of state government (OES), but their overtime pay is paid by the school. These circumstances apply only when a local or state emergency is declared. States that (the Governor's Office of Emergency Services has stated) inadequately trained school staff render school officials potentially liable for acts committed or omitted by school staff acting within the scope of their training during or after a disaster. (Sub Sections 835-840.6). It requires that school districts be prepared to respond to emergencies using SEMS. (Section 8607, the Petris Bill).

CALIFORNIA CIVIL CODE, CHAPTER 9, SECTION 1799.102

It provides for "Good Samaritan Liability" for those providing emergency care at the scene of an emergency. ("No person, who, in good faith and not for compensation, renders emergency care at the scene of an emergency, shall be liable for any civil damages resulting from any act or omission. The scene of an emergency shall not include emergency departments and other places where medical care is usually offered.")

PUBLIC AGENCY USE OF SCHOOL BUILDINGS FOR EMERGENCY SHELTERS

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

AFTER SCHOOL PROGRAM

The after-school program staff is trained annually in regard to disaster response. The District maintains a full-time After School Program Manager, who oversees safety training and disaster preparedness for the program. The After School Program Manager ensures that the following safety components are addressed within the after-school program environment:

- Elements of a safe and orderly environment
- Emergency evacuation procedures
- Student release procedures
- Incident Command Team responsibilities
- Child abuse reporting
- Rules, expectations and consequences
- Non-discrimination and harassment reporting

TRAINING

All staff are trained annually in regard to disaster procedures within the Comprehensive School Safety Plan and the District's Emergency Operations Plan. The school conducts monthly safety drills for fire and earthquake. The school also conducts a lockdown security drill at a minimum of once yearly within the first month of school under the direction of the School Resource Officer.

FOR DISASTER PLAN PROTOCOLS AND PROCEDURES (SEE APPENDICES).

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

Administration follows district guidelines set by Pupil Services for School Suspension, Expulsion, and Mandatory Expulsion.

The Oxnard School District Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5)

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to himself/herself or others. (Education Code 48915)

The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be specified in administrative regulation.

Suspended or expelled students shall be excluded from all school-related extracurricular activities during the suspension or expulsion.

STUDENT DUE PROCESS

The board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in administrative regulation and law. (Education Code 48911, 48915, 48915.5)

ALTERNATIVES TO SUSPENSION / OPTIONS

All schools within the Oxnard School District may establish a suspension program, which involves progressive discipline during the school day on campus, conferences, detention, student study team, referral to support services staff and/or other resources including District.

REQUIRED PARENTAL ATTENDANCE

The teacher of the class from which the student was suspended may require the parent/caregiver to attend a portion of a school day in the classroom in coordination with the principal and in accordance with all related policies/regulations for implementing this school suspension option.

DEFINITIONS

Suspension from school means removal of a student from ongoing instruction for adjustment purposes.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision of school personnel.

NOTICE OF REGULATIONS

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Education Code 35291.5, 48900.1, 48980)

Notification shall include information about the availability of individual school rules and all district policies and regulations pertaining to student discipline. (Education Code 35291)

GROUND FOR SUSPENSION AND EXPULSION

Students may be subject to suspension or expulsion for committing any of the acts listed below:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
(2) Willfully used force or violence upon the person of another, except in self-defense.
- b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
- c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
- d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco, or tobacco products.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
- l) Knowingly received stolen school property or private property.
- m) Possessed an imitation firearm.
- n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
- o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
- r) Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:

(1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:

- (A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
- (B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
- (C) Causing a reasonable pupil to experience substantial interference with his or her academic performance.
- (D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.

(2) (A) "Electronic act" means the transmission, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication.

(i) A message, text, sound, or image.

(ii) A post on a social network Internet Web site including, but not limited to:

- (I) Posting to or creating a burn page. "Burn page" means an Internet Web site created for the purpose of having one or more of the effects listed in paragraph (1).
- (II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
- (III) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

(B) Notwithstanding paragraph (1) and subparagraph (A), an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

(3) "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs

s) Aided or abetted the infliction or attempted infliction of physical injury.

E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.

E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.

E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.

E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

MANDATORY RECOMMENDATION FOR EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be in violation of Education Code 48915(a)(1), unless the principal determines that alternative means of correction would address the conduct.

(a)(1)(A) Causing serious physical injury to another person, except in self-defense.

(a)(1)(B) Possession of a knife, or other dangerous object of no reasonable use to the pupil.

(a)(1)(C) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).

(a)(1)(D) Robbery or extortion.

(a)(1)(E) Assault or battery upon any school employee.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be in violation of Education Code 48915(c). Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))

2. Brandishing a knife as defined in Education Code 48915(g) at another person.

3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.

4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts, which may involve the possession or sale of narcotics or of a controlled substance, or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION

Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

BULLYING

CALIFORNIA STATE LAW REGARDING BULLYING

Right to Safe Schools. All students and staff of public primary, elementary, junior high, senior high schools, and community colleges, colleges, and universities have the inalienable right to attend campuses which are safe, secure and peaceful.

AB 9 – Seth's Law

Requires schools to establish policies to prevent bullying and to address and be responsive to complaints about bullying.

- Requires school districts to include in its non-discrimination policy a detailed list where discrimination, harassment, intimidation, and bullying are prohibited under existing law—actual or perceived sexual orientation, gender, gender identity expression, race or ethnicity, nationality, religion, disability, or association with a person or group with one or more of these actual or perceived characteristics.
- Requires each school districts non-discrimination policy to describe the district's procedure for addressing discrimination and harassment complaints; and be publicized in places for student and parental access.
- School districts are to strengthen professional development curricula for teachers, school counselors, and administrators with instruction on identifying and stopping discrimination and harassment and creating a school-wide culture of inclusion and respect for differences.

AB 746 - Cyber bullying.

Existing law, the Interagency School Safety Demonstration Act of 1985, defines bullying as one or more acts of sexual harassment, hate violence, or intentional harassment, threats, or intimidation, directed against school district personnel or pupils, committed by a pupil or group of pupils. Under existing law, bullying, including bullying committed by means of an electronic act, as defined, is a ground on which suspension or expulsion may be based. This bill would specify that an electronic act for purposes of the act includes a post on a social network Internet Web site.

AB 1156 – Bullying In Schools

Redefines California anti-bullying law by expanding the definition of bullying and linking it to academic achievement. It will also strengthen policies and procedures to reduce bullying in schools and keep students safe.

- Requires training of school site personnel in the prevention of bullying
- Links bullying to academic achievement
- Gives victims of bullying priority for school transfer, if requested

- Encourages school districts and county offices of education to include policies and procedures on the prevention of bullying in the school safety plan

OXNARD SCHOOL DISTRICT BOARD POLICY 5131.2

Bullying

The Board of Trustees recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

Cyberbullying includes the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Strategies for bullying prevention and intervention shall be developed with involvement of key stakeholders in accordance with law, Board policy, and administrative regulation governing the development of comprehensive safety plans and shall be incorporated into such plans.

Bullying Prevention

To the extent possible, district and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and strategies to establish a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for perpetrators of bullying.

The district may provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies.

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias.

Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When appropriate, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators. He/she also may involve school counselors, mental health counselors, and/or law enforcement.

Complaints Procedures

The Board hereby designates the following position to handle complaints regarding bullying and inquiries regarding the district's bullying policies:

Assistant Superintendent, Human Resources and Support Services
1051 South A Street
Oxnard, CA 93030
(805) 385-1501 ext. 2050

Any student who feels that he/she has been subjected to bullying should immediately contact the Coordinator, the principal, or any other staff member. Any student or school employee who observes an incident of bullying should report the incident to the Coordinator or principal, whether or not the victim files a complaint.

Upon receiving a complaint of bullying, the Coordinator shall immediately investigate the complaint in accordance with site-level complaint procedures specified in AR 1312.3- Uniform Complaint Procedures.

The Superintendent or designee shall ensure that the student handbook clearly describes the district's bullying policy, procedures for filing a complaint regarding bullying, and the resources that are available to students who feel that they have been the victim of bullying. The district's policy may also be posted on the district website or any other location that is easily accessible to students.

When a student is reported to be engaging in bullying off campus, the Assistant Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.

When a student uses a social networking site or service to bully or harass another student, the Assistant Superintendent or designee shall file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

Discipline

Any student who engages in bullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion, in accordance with district policies and regulations. Alternative means of correction will be considered where appropriate, as required by Education Code section 48900.5

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Administration notifies all teachers of Dangerous Pupils on an annual basis.

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.

- (a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 or Section 48915 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.
- (b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.
- (c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision a is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.
- (d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.
- (e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Each employee has been trained by the Oxnard School District's Human Resource department of Sexual Harassment Policies.

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

All students will held to the Rose Avenue Elementary School's Dress Code Policy. The purpose of the dress code policy is to ensure a safe and secure environment in which students can benefit from a quality education.

Students who violate the dress code policy will be requested to fix inappropriate clothing by changing into appropriate clothing. Students will be able to call parents/guardians to resolve the issue, such as providing a change of clothes, in order to adhere to the school's dress code policy.

California Education Code Title V, Section 302: A pupil, who goes to school without proper attention having been given to personal cleanliness or neatness of dress, may be sent home to be properly prepared for school, or shall be required to prepare himself/herself for the classroom before entering.

Gang-related apparel is defined as apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus.

School dress codes are regularly reviewed by the School Site Council and/or School Safety Committee following these board of education policies.

The following will be strictly adhered to:

Rose Avenue students should dress in clothing, footwear, and accessories that promotes and maintains an academically-oriented school atmosphere. Dress or appearance should not disrupt the education of self or others. Students who violate dress code will be required to change into appropriate clothing and repetitive dress code violations will result in disciplinary action.

Rose Avenue Elementary School does not allow the following:

1. Backless footwear, flip flops, slippers, or open-toed sandals

2. Clothing, jewelry and personal items (backpacks, fanny packs, gym bags, water bottles, etc.) deemed provocative, vulgar, disruptive or hazardous to the health or safety of the wearer
3. Hats or head coverings shall not be worn indoors unless it is approved (with the exception of those pertaining to religious observances)
4. Exposed undergarments
5. Gang related apparel
6. Halter tops, off-the-shoulder or low-cut tops, spaghetti straps, bare midriffs
7. Skirts or shorts above the mid-thigh
8. Clothing or personal items that contain: Violence, Profanity, Weapons, Drug/Alcohol/Tobacco advertisements, Prejudices (Racial, Ethnic or Religious)

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

School Hours:

- The student day is from:

Monday, Tuesday, Thursday, Friday: 8:00 am - 1:22 pm (Transitional Kindergarten-Kindergarten)

Monday, Tuesday, Thursday, Friday: 8:00 am- 2:15 pm (Grades 1-5)

Wednesday: 8:00 am - 12:22 pm (Transitional Kindergarten-Kindergarten)

Wednesday: 8:00 am- 1:15 pm (Grades 1-5)

- School Office Hours are 7:30 am- 4:00 pm daily

Arrival and Dismissal Procedures:

- All students enter and exit through Driskill Street.
- Designated Gates: Transitional TK -1st Grade students enter/exit through Kindergarten gate, 2nd and 3rd grade students enter/exit through the Cafeteria gate, and 4th-5th students enter/exit through the main gate.
- Parents dropping students off at school are made aware that campus supervision IS NOT available before 7:30 am.
- The School Principal records a video at the beginning of the year to review procedures for students' arrival and dismissal
- The School Principal maintains ongoing communication regarding safe ingress and egress via Blackboard Mass Messaging, Parent Meetings (ELAC, SSC, Coffee with the Principal, Title 1, PTA), School Website, and

Social Media Accounts (Facebook, Instagram, and Twitter)

- Under no circumstances are students to leave campus to pick up friends, go to locations other than the school campus, or loiter outside campus gates
- Students who have not been picked up 15 minutes after their dismissal time will be asked to wait inside the front office until an authorized person comes to pick them up
- Students riding their bicycles, skateboards, or scooters to school must secure them in the designated area (bicycle racks).

Before School Drop Off/After School Pick Up:

- Students who walk to school may be escorted to their designated gates by parents.
- Parents/Families who pick students up in a vehicle must pass through the designated drop/pick up drive-thru (front of school) or park in the neighborhood. To ensure safety, the drive-thru is monitored by school staff.
- Parents/Families may NOT park in the bus loading and unloading zone.
- Rose Avenue staff assists students at arrival and departure at all gates.
- School Families are to utilize designated cross walks.
- Teachers walk students to the exit gates and supervise classes for an orderly dismissal.

Student Safety: Parent Pick-Up from Office/Leaving Early

- Rose Avenue is a closed campus and parents are not allowed on campus unless they are authorized to do so by School Staff (Example: Meetings and Volunteering). If parents are authorized to be on campus, they must sign in at the front office with proper identification and must wear a Visitor or Volunteer Badge at all times.
- All school and district employees will wear a school/district provided identification badge when on campus.
- All adults picking up students before the regular dismissal time are required to be on the students' emergency card, be 18 years of age or older, and provide a valid form of identification.
- All school volunteers must be cleared through the district office before they can volunteer at school in any capacity.
- Staff and administration are continuously supervising and monitoring the school campus throughout the day to ensure school safety

- The site provides adequate student supervision before and after school and during lunch/recess by campus supervisors and other support staff.

Traffic/Safety Enforcement:

- The Oxnard Police Department periodically visits the school during students' arrival and dismissal times to observe traffic patterns and to provide input on safety protocols.
- The School Principal communicates with the school community via meetings and blackboard mass messaging for reminders on both safety and traffic regulations.

Tardy/Late Policy:

- If the student arrives after the tardy bell, the student must check into the front office prior to going into the classroom.
- The student will receive an excused/unexcused tardy slip, then will be directed to go to the classroom.
- An excused tardy will be assigned with a valid excuse such as for a doctor or dentist appointment
- A truant tardy will be marked when the student arrives 30 minutes or more after the school's start time, without a valid excuse.

Excused Absences:

- When a student is absent, the Parent or Guardian needs to notify the school through a written note or phone call to the office within 72 hours of the absence.
- Excused Absences include: illness, medical/dental appointments, court appearances (for students), religious observations, or death of an immediate family member.
- All other absences are considered unexcused.

Truancies:

- The following are considered truancies:

1. Being absent from school without the knowledge and consent of parent/guardian/school.
2. Leaving the school grounds during the day without permission.
3. Staying out of class without permission.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

Positive School Climate

Element:

School-Wide Positive Behavior Support

Opportunity for Improvement:

Maintain a positive, safe, and bully-free campus

Objectives	Action Steps	Resources	Lead Person	Evaluation
<p>The school will utilize and support a Positive Behavior Interventions and Support (PBIS).</p>	<ul style="list-style-type: none"> • Pumas' Guidelines for Success • School-Wide Assemblies (each trimester and as needed) • Professional Development opportunities for all staff members on PBIS/CHAMPS/STOIC/Restorative Justice • Monthly PBIS Meetings • Continued implementations of CHAMPS • Friday Messages from Student Council • Puma/CHAMPS Store • CHAMPS posters throughout the campus (Hallways, Playground, Cafeteria, Classrooms, Library, Restrooms) • PAWSitive Puma Post Cards to Parents/Guardians • Monthly School Spirit Weeks 	<p>PBIS Committee, CHAMPS incentives, Site/PTA Funding Support</p>	<p>Principal and PBIS Committee</p>	<ul style="list-style-type: none"> • Continuous review and decrease of Office Discipline Referrals • Information/Observations from Teachers, Campus Supervisors, Administration and Support Staff • Classroom walkthroughs by School Principal • Panorama Survey Results

Objectives	Action Steps	Resources	Lead Person	Evaluation
The site will create a positive behavior plan to encourage daily attendance.	<ul style="list-style-type: none"> • Monthly parent communication • Attendance Mediation meetings • Home Visits as needed 	Support Staff Meetings (Principal, Attendance Technician, ORC)	Principal, Attendance Technician and ORC	<ul style="list-style-type: none"> • Monthly Chronic Absence Data via Q
Parents will have the opportunity to provide input/feedback during parent meetings and with a "suggestions box" located in the front office.	<ul style="list-style-type: none"> • Frequent parent meetings (SSC, ELAC, PTA, Title 1, and Coffee with the Principal) 	Parent and Family Workshops (PBIS/CHAMPS/STOIC)	Principal, School Safety Committee, PBIS Committee, ORC, Counselor	<ul style="list-style-type: none"> • Panorama Parent Survey • Information from Parent Meetings

Objectives	Action Steps	Resources	Lead Person	Evaluation
The site will provide social and emotional support for students.	<ul style="list-style-type: none"> • Social Skills Groups (Counselor) • One on One Counseling (Counselor) • Check-Ins (Counselor, Principal, ORC) • Outside Counseling Referrals (when needed) • Crisis Intervention • Parenting Classes • Social Emotional Classroom Lessons (Counselor/T eachers) • Community Circles (Classroom) • Wellness Centers/Activities • Puma/CHAM PS Room • Wellness Wednesdays 	Professional Development Opportunities for all Staff (VCOE); Site Funds; Pupil Services	Counselor	•Decrease of office referrals and office suspensions with behavior data via Q
The site will support staff progressive discipline strategies.	•Review the Oxnard School District's guide to Progressive Discipline via Staff/PBIS/Safety Committee Meetings	Professional Development Opportunities for all Staff (VCOE); Site Funds; Pupil Services	Principal, Counselor, and PBIS Committee	•Decrease of office referrals and office suspensions with behavior data via Q
The site will promote a drug-free school zone.	<ul style="list-style-type: none"> • Red Ribbon Week • Age-appropriate assemblies/educational opportunities • Community Circles 	Site Funds; Pupil Services	Principal, School Safety Committee, PBIS Committee, ORC, Counselor	•Panorama Survey Results

Objectives	Action Steps	Resources	Lead Person	Evaluation
The site will implement the Multi-Tiered System of Support (MTSS) to support students' social and emotional needs.	<ul style="list-style-type: none"> • SST Meetings • Staff training on the MTSS process • Weekly Support Staff Meetings (Principal, ORC, and Counselor) • Parent Trainings/W orkshops 	Site Funds; Pupil Services	Principal, Counselor and ORC	<ul style="list-style-type: none"> • Panorama Survey Results • Decrease of office referrals and office suspensions with behavior data via Q
The site will provide adequate campus supervision throughout the school days.	<ul style="list-style-type: none"> • Campus Supervisor Training: CHAMPS, Student/Campus Safety • Principal and Campus Supervisor Meetings (monthly) 	Site Funds; Pupil Services	Principal and Campus Supervisors	<ul style="list-style-type: none"> • Panorama Survey Results • Decrease of office rereferrals and office suspensions with behavior data via Q
The site will purchase/replenish recess equipment to maintain a safe and positive environment for students.	<ul style="list-style-type: none"> • Inventory of equipment • Develop a budget to support the replenishment of recess equipment 	Site Funds	Principal and PBIS Committee	<ul style="list-style-type: none"> • Panorama Survey Results • Decrease of office referrals and office suspensions with behavior data via Q

Objectives	Action Steps	Resources	Lead Person	Evaluation
Inform all staff, students and school families of Safety COVID-19 Procedures and School Protocols.	<ul style="list-style-type: none"> • COVID-19 Symptoms Flow Chart • Quarantine Options • Update all staff members when changes occur or additional information is provided by the School Nurse and/or Health Tech • Encourage cleanliness/safety at all times • Hand Sanitizer stations throughout the school campus 	Health Presentations by School Nurse/Health Tech; Pupil Services; Risk Management	School Nurse, Health Tech, School Principal	<ul style="list-style-type: none"> • Monitor health office referrals • Monitor students exposed to COVID-19 • Monitor students in quarantine: return dates and COVID test results

Component:

School's Safe Physical Environment

Element:

Safe School Environment

Opportunity for Improvement:

Ensure that the school is in safe physical working order.

Objectives	Action Steps	Resources	Lead Person	Evaluation
The site will ensure a closed campus to ensure student safety.	<ul style="list-style-type: none"> • Ensure that locks and doors are in working order • Principal will have biweekly meetings with the Lead Custodian • Ensure that all gates are closed and locked at all times 	District/Facilities	Principal, Lead Custodian, Office Manager	<ul style="list-style-type: none"> • Submit work orders as needed
The site will ensure that campus facilities are safe and in working order.	<ul style="list-style-type: none"> • Principal and Lead Custodian will conduct regular inspections/walk-throughs for facility conditions 	District/Facilities	Principal, Lead Custodian, Office Manager	<ul style="list-style-type: none"> • Review monthly walk-through reports • Submit and monitor work orders
The site will ensure that all entrances and exits are clearly labeled by grade levels to reduce student traffic during arrival and dismissal times.	<ul style="list-style-type: none"> • Replenish signs as needed 	Site Funds	Principal and PBIS/Safety Committee	<ul style="list-style-type: none"> • Review/revise campus safety protocols during PBIS and Safety Meetings
The site will post signage of CHAMPS expectations and procedures in all common areas (library, cafeteria, playground, restrooms, front office).	<ul style="list-style-type: none"> • Replenish signs as needed • CHAMPS Assemblies to review expectations and procedures 	Site Funds	Principal and PBIS/Safety Committee	<ul style="list-style-type: none"> • Review/revise CHAMPS procedures during PBIS and Safety Meetings

Objectives	Action Steps	Resources	Lead Person	Evaluation
The site will be clean and free of safety hazards.	<ul style="list-style-type: none"> • Principal and Lead Custodian will conduct regular inspections/ walk-throughs for facility conditions • Principal will have monthly meetings with the Lead Custodian 	District/Facilities	Principal, Lead Custodian, Office Manager	•Submit work orders as needed
The site will assure that all facility repairs are completed in a timely manner.	<ul style="list-style-type: none"> • Minor repairs are made immediately by the lead custodian or night custodians (if possible) • Principal and Lead Custodian will conduct regular inspections/ walk-throughs for facility conditions • Principal will have biweekly meetings with the Lead Custodian 	District/Facilities	Principal, Lead Custodian, Office Manager	•Submit work orders as needed

Component:
Disaster Preparedness

Element:
School Safety

Opportunity for Improvement:

Ensure all staff and students are prepared for an emergency

Objectives	Action Steps	Resources	Lead Person	Evaluation
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<p>The school staff and students will know what to do in case of an emergency situation.</p>	<ul style="list-style-type: none"> • Conduct monthly emergency/ disaster drills (lockdowns, fire, earthquake, evacuation) • Train all staff on school-wide policies and procedures (annual basis and as needed throughout the year) • All staff is given the opportunity to provide input on the CSSP • Safety Committee will meet regularly (each trimester and as needed throughout the year) to review/update safety procedures • All staff will receive training by Risk Management and the School Principal on emergency procedures and staff responsibilities (such as search and rescue) • Students will participate in 	<p>Emergency equipment/supplies, Risk Management, Oxnard Police Department, Oxnard Fire Department</p>	<p>Principal and School Staff (Classified and Certificated)</p>	<ul style="list-style-type: none"> • Staff debriefs after each monthly emergency/ disaster drill for feedback • Log of monthly emergency/ disaster drills • Agendas and Sign-in sheets from staff trainings
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	<p>Safety Assemblies</p> <ul style="list-style-type: none"> The Oxnard Police Department and Oxnard Fire Department will attend scheduled drills, upon availability, to ensure that procedures are followed properly and provide feedback to school administration 			
<p>The site will ensure that the school has all emergency equipment.</p>	<ul style="list-style-type: none"> Annual inventory and replenishment as needed for all emergency equipment/supplies All staff will have portable two-way communication radios (walkie-talkies) 	<p>Emergency equipment/supplies, Site Funds, Risk Management</p>	<p>Principal and Office Manager</p>	<ul style="list-style-type: none"> Each classroom/office will have an emergency backpack that contains a safety log, student rosters, and first aid Each classroom/office will have a portable toilet (bucket)

<p>The site will write/update the Comprehensive School Safety Plan (CSSP) on an annual basis.</p>	<ul style="list-style-type: none"> • All staff will provide input/feedback on the CSSP. • Parents and School Families will be able to provide input/feedback on the CSSP during ELAC/SSC/PT A/Coffee with the Principal meetings 	<p>Staff and Parent Meetings</p>	<p>Principal and all School Stakeholders</p>	<ul style="list-style-type: none"> • Submit CSSP for Board Approval • Review/Submit CSSP for SSC feedback/approval
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(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Rose Avenue Elementary School Student Conduct Code



Rose Avenue School

The School Of Science and Wellness



PURPOSE

The School Rules and Procedures were developed and adopted in accordance with California Education Code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety.

The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas.

GOALS: We want our students to develop a sense of values and follow the Pumas' Guidelines for Success
Pumas' Guidelines for Success:

- Be Kind: and respectful to everyone.
- Be Responsible: Take care of yourself and protect school property.
- Be Safe: Follow all procedures, expectations, and rules.
- Be your best: Keep Rose Avenue bully-free.

We want our students to develop a sense of values and to become:

Caring	Honest
Responsible	Well mannered and courteous
Respectful	Knowledgeable of right and wrong
Fair	Positive in outlook
Compassionate	Self-disciplined

BELIEFS

We believe our rules and procedures will:

- Provide a starting point for behavior and conduct expected.
- Provide a framework of expectations, rewards and consequences, so we can be both consistent and fair in disciplining students.
- Promote overall school safety and security for each student.
- Demonstrate our agreement and commitment to developing self-disciplined and responsible youth.
- Provide opportunities for students and parents to participate with school faculty, staff and administration in ensuring the highest possible instructional climate.
- Promote knowledge and teach behavior expectations, which will help each student become self-respecting, successful and respectful citizens.

PHILOSOPHY

A student's education is dependent upon a team effort involving the student, parents and school personnel. Each member of the team has specific responsibilities, which must be met if the educational experience is to have the greatest positive results. Students, parents and teachers are encouraged to maintain an ongoing dialogue about the standards for personal conduct concerning life at school. We want to be an extraordinary place of safety and positive opportunity for everyone.

Expectations of Students

- Attend school daily and be on time for each class.
- Know and follow school rules and expectations.
- Be courteous and respectful to school personnel, fellow students and the public in general.
- Behave in such a way that it does not disrupt the learning of others.
- Respect public and private property.

Expectations for Parents

- Assure that your child is in school and on time each day.
- Ensure that your child is appropriately prepared for school (dress, nutrition, and sleep).
- Be responsible for your child's behavior.
- Teach the pupil respect for the law and the rights of others.
- Visit your school periodically and participate in conferences as scheduled.
- Know the district, school and classroom rules and be supportive of your child's school.
- Help your child to learn self-discipline and control.

Expectations for Teachers

- Provide learning experiences appropriate for each student.
- Consistently enforce classroom rules, district rules, and policies.
- Communicate on a regular basis with parents concerning their child's progress.
- Be available to parents for conferences and communication.
- Continually improve professional competencies in matters of student control and discipline.
- Develop enthusiasm for learning through experiences that are interesting and relevant to students.

Expectations for Administrator

- Inform students and parents about school district discipline standards.
- Consistently enforce classroom, school and district rules and policies.
- Counsel with students and parents regarding disciplinary matters.
- Provide professional growth experiences, which will assist staff in increasing competencies for student control and discipline.

- Provide leadership that will establish, encourage and promote both effective teaching and learning.

Basic School Rules:

- Attend school regularly and promptly.
- Be prepared for class.
- Treat others with respect, care, and consideration.
- Conserve and protect the school and private property.
- Engage in activities without "body contact".
- Follow all school and playground rules/expectations/procedures.
- Use appropriate language.
- Follow dress code.
- Follow other rules which may be adopted in individual classes.

Note: Students may be disciplined for acts related to school activities or attendance which occur at any time including:

- While on school grounds.
- While going to or coming from school.
- During the lunch hour, whether on or off campus.
- During, going to, or coming to a school sponsored activity.

Other causes of disciplinary action:

- Deliberate littering of school premises.
- Chewing gum while at school.
- Inappropriate use of cellular phones or electronic devices.
- Not adhering to the school dress code.
- Making bomb threats or false fire alarms.
- Setting fires or using explosive devices which threaten or cause damage to human life or property on school grounds or at school sponsored events.
- Habitual tardiness/truancy
- Forging parents' signatures or school documents (CAC 306).

Consequences:

- Administration will follow the Progressive Discipline Steps.
- Rose Avenue School has adopted PBIS (CHAMPS, STOIC, Restorative Justice) as a school-wide approach to student behavior modifications.
- Administration, Counselor, and ORC will meet with students each trimester and as needed to review school rules and expectations.
- The School Counselor will support teachers with CHAMPS and Restorative Justice practices in the classroom.
- The School Counselor will provide Social Skills Groups and/or individual counseling to support various student needs. (Growth Mindset, Emotion Regulation, Bullying, etc.)
- Depending on the violation of Ed Code and the number of infractions, students may lose school privileges and serious infractions may result in suspensions/expulsions from school.

Positive Reinforcements

- Puma/CHAMPS Bucks to acknowledge exemplary behavior and reinforce the guidelines for success: Be Safe, Be Responsible, Be Respectful – Be Your Best
- Praise from staff members
- Puma/CHAMPS Room visits
- Awards Assemblies/Certificates for positive and safe behavior: Puma Awards
- Incentives are used to promote exemplary student conduct

GENERAL

Education Code 44807: Every teacher in the public schools shall hold Pupils to a strict account for their conduct on the way to and from school, on the playgrounds, or during recess. A teacher, vice principal, principal, or any other certificated employee of a school district, shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of his duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning.

CONDUCT CODE PROCEDURES

The school rules and procedures were developed and adopted in accordance with California education code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas.

(J) Hate Crime Reporting Procedures and Policies

Hate crimes are immediately reported to administration and investigated in accordance to AR 5145 if a student feel that a behavior is motivated by a hate crime. If a hate-motivated behavior has taken place, appropriate discipline shall be followed.

In order to create a safe learning environment for all students, the Board of Trustees desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual based on his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the teacher and Principal. Upon receiving such a complaint, the Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 - Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation. Students are expected to respect all others while on school grounds or while participating in school activities. Any student engaging in hate-motivated behavior will be subject to the school discipline policies in accordance with the district policies and guidelines.

Safety Plan Review, Evaluation and Amendment Procedures

Rose Avenue Elementary School will organize a School Safety Committee every school year to review and update the Comprehensive School Safety Plan on a continual basis to ensure the safety of the school community. The School Safety Committee meets each trimester and is also to meet as needed throughout the year. All recommendations and changes are brought to the attention of the entire staff and stakeholders at meetings held throughout the school year. The plan is discussed and reviewed with school staff, approved by the School Site Council, and updated after review by the Director of Pupil Services before being brought to the Governing Board for approval on February 15, 2023.

Meeting Dates:

Leadership Meeting: 12/5/2022

Staff Meeting: 12/6/2022

Safety Committee Meeting: 10/24/2022 and 11/30/2022

School Site Council for Approval: 12/8/2022




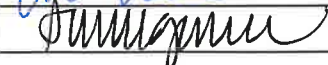

ELAC Meeting: 12/9/2022

Comprehensive School Safety Plan SB 187 Compliance Document

2022-2023 School Year

School: San Miguel
CDS Code: 56725386095905
District: Oxnard School District
Address: 2400 South J Street
 Oxnard, CA 93033
Date of Adoption: February 15, 2023
Date of Review: -with Staff
 October 10, 2022
 -with Law Enforcement
 January 2023
 -with Fire Authority
 January 2023

Reviewed by:

Name	Title	Signature	Date
Mary Truax	Site Administrator		2-3-2023
Lauren Lepisto	District Nurse		2-3-23
Gabriela Torres	Kamala Assistant Principal		2/3/23
Veronica Villalobos	Office Assistant		2-3-23
Sara Garcia	Parent Liaison		2/3/23
	Police department Representative		
	Fire Department Representative		

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Reviewed by:

Name	Title	Signature	Date
Mary Truax	Site Administrator		
Lauren Lepisto	District Nurse		
Dr. Matthew Rubin	Kamala Principal		
Rosie Casas	Office Manager		
Blanca Gaytan	Parent Liaison		
LOW McARTHUR	Police department Representative	<i>Low McArthur</i>	2/6/23
SCOTT BREWER	Fire Department Representative	<i>S. Brewer</i>	1/30/23

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Senate Bill 187: Comprehensive School Safety Plan Purpose

Effective January 1, 2019, Assembly Bill 1747 (Rodriguez), School Safety Plans, became law. This bill requires that during the writing and development of the comprehensive school safety plan (CSSP), the school site council or safety committee consult with a fire department and other first responder entities in addition to currently required entities. It requires the CSSP and any updates made to the plan to be shared with the law enforcement agency, the fire department, and the other first responder entities.

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

- Assessment of school crime committed on school campuses and at school-related functions
- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy (electronic or paper) of the Comprehensive School Safety Plan is provided yearly to the following:

- School staff
- Parents
- After-school program staff
- Oxnard Police Department
- Oxnard Fire Department
- Early Childhood Education staff
- Volunteer Coaches

A copy of the Comprehensive School Safety Plan is available for review online at www.oxnardsd.org or in the San Miguel's office.

COVID-19 PANDEMIC INFORMATION FOR 2022 – 2023 SCHOOL YEAR

For the most up-to-date information concerning our COVID-19 protocols, feel free to visit the following websites:

Oxnard School District @ www.oxnardsd.org

Ventura County Department of Public Health @ www.vhca.org

Safety Plan Vision

San Miguel will provide a safe and stimulating early childhood education setting which promotes each child's Language, social emotional, physical and cognitive development.

Components of the Comprehensive School Safety Plan (EC 32281)

San Miguel Safety Committee

Mary Truax, Principal
Matthew Rubin, Kamala Principal
Lauren Lepisto, District Nurse
Rosie Casas, Office Manager
Police Department Representative
Fire Department Representative
Blanca Gayton, Parent Liaison

Assessment of School Safety

San Miguel is a special education preschool setting. The staff was advised to follow correct procedures for school safety with a focus on health and safety while on campus. The safety committee met and discussed procedures to follow by staff and visitors, including students, while on campus. Risk Management from Oxnard District Office conducted a safety inspection of the campus. A report was submitted and necessary changes made. Risk Management conducts a safety inspection of campus each year and a report is submitted and necessary changes are made. The custodian and San Miguel administration conduct a monthly safety inspection. Any necessary findings are reported to the Oxnard District Office. Any safety issues are reported by staff to the administration and the issues are handled by the custodian or through work orders to the district office.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

The following strategies and programs are consistent with California educational code 32281 and reflect the school's commitment to safety within the following areas:

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

GENERAL

As stated in the Board Policy (BP 5141.4), "District employees shall report known or suspected incidence of child abuse in accordance with district regulations and state law. Employees shall fully cooperate with the child protective agencies responsible for reporting, investigating and prosecuting cases of child abuse."

When an employee suspects child abuse, the employee shall immediately meet and discuss the situation with a school counselor or an administrator. Information will be noted (name of person making report, name of child, present location of child, nature and extent of injury, and all other pertinent information.) At that time the counselor or administrator will assist the employee in making a call to Children and Family Services (654-3200) or the local Police Department (Oxnard 385-7600, Sheriff's Dept. 654-2311). The counselor or administrator will make note of time, date and name of official contacted. The employee will then complete and mail the required written report to the local Children and Family services agency. The counselor or assistant principal will notify the principal.

Employees (mandated reporters) have absolute immunity and are not liable for filing a required report. If a mandated reporter does not wish to disclose his/her identity to a district administrator, he/she shall at least provide or mail a copy of the written report to the district without his/her signature or name after making the required call to Children and Family Services or appropriate law enforcement agency. Mandated reports of sexual activity must be reported to either the Department of Children and Family Services (DCFS) or to the appropriate police jurisdiction. This information will then be cross-reported to the other legal agency.

School manager either mails or faxes over the completed abuse form to CFS within 36 hours of the report. School office manager gives a copy to principal and to the Oxnard School District Superintendent.

SEXUAL ACTIVITY

Child abuse laws change from time to time. Should you suspect that a student is engaged in unlawful sexual activity, please consult with the school social worker and campus officer to determine if particular provisions under this section are current and in effect.

- a. Involuntary sexual activity is always reportable.
- b. Incest, even if voluntary, is always reportable. Incest is a marriage or act of intercourse between parents and children; ancestors and descendants of every degree; brothers and sisters of half and whole blood and uncles and nieces or aunts and nephews. (Family Code §2200).
- c. Voluntary Sexual Activity may or may not be reportable. Even if the behavior is voluntary, there are circumstances where the behavior is abusive, either by Penal Code definition or because of an exploitative relationship, then this behavior must be reported. If there is reasonable suspicion of sexual abuse prior to the consensual activity, the abuse must be reported.

Reportable Sexual Activity if a Child is 14 Years of Age and:

- a. Partner is younger than 14 years old, but there is a disparity in chronological or maturational age or indications of intimidation, coercion or bribery or other indications of an exploitative relationship.
- b. Partner is 14 years or older lewd & lascivious acts committed by a partner of any age partner is alleged spouse and over 14 years of age.

Reportable Sexual Activity if the Child is 14 or 15 years and:

- a. There is unlawful sexual intercourse with a partner older than 14 but less than 21 years of age and there is no indication of abuse or evidence of an exploitative relationship. There is unlawful sexual intercourse with a partner older than 21 years
- b. There is lewd and lascivious acts committed by a partner more than 10 years older than the child is.
- c. The partner is the alleged spouse and over 21 years of age

Reportable Sexual Activity if the Child is 16 or 17 years and:

- a. The partner is less than 14 years of age
- b. There is unlawful sexual intercourse with a partner older than 14 and there is evidence of an exploitative relationship
- c. The partner is the alleged spouse and there is evidence of an exploitative relationship

Reportable Sexual Activity if the Child is under 18 years:

- a. Sodomy, oral copulation, penetration of a genital or anal opening by a foreign object, even if consensual, with a partner of any age.

Not Reportable Sexual Activity:

- a. Child is 14 years or younger and partner is younger than 14 years and of similar age or maturational age. Sexual behavior is voluntary and consensual. There are no indications of intimidation, coercion, bribery, or other indications of an exploitative relationship.
- b. Unlawful sexual intercourse of a child 14 to 15-years old with a partner older than 14 and less than 21 years of age and there is no indication of abuse or evidence of an exploitative relationship.
- c. Unlawful sexual intercourse with a child 16 or 17 years with a partner older than 14 and there is no indication of an exploitative relationship.

Mandated reports of sexual activity must be reported to either the Department of Children and Family Services (DCFS) or to the appropriate police jurisdiction. This information will then be cross-reported to the other legal agency.

STAFF TRAINING

All Oxnard School District staff who work with students are trained annually in regard to child abuse. New employees are trained upon being hired. Employees receive training on their legal obligation under law regarding mandated reporting. Employees also receive training to recognize signs and symptoms of child abuse.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

GENERAL

This Plan addresses the Oxnard School District's responsibilities in emergencies associated with natural disaster, human-caused emergencies and technological incidents. It provides a framework for coordination of response and recovery efforts within the District in coordination and with local, State, and Federal agencies. The Plan establishes an emergency organization to direct and control operations at all sites during a period of emergency by assigning responsibilities to specific personnel. This Plan:

- Conforms to the Federally mandated National Incident Management System (NIMS), State mandated Standardized Emergency Management System (SEMS) and effectively restructures emergency response at all levels in compliance with the Incident Command System (ICS).
- Establishes response policies and procedures, providing Oxnard School District clear guidance for planning purposes.
- Describes and details procedural steps necessary to protect lives and property.
- Outlines coordination requirements.
- Provides a basis for unified training and response exercises to ensure compliance.

OBJECTIVES

- Protect the safety and welfare of students, employees and staff.
- Provide for a safe and coordinated response to emergencies.
- Protect the District's facilities and properties.
- Enable the District to restore normal conditions with minimal confusion in the shortest time possible.
- Provide for interface and coordination between sites and the District Emergency Operations Center (EOC).
- Provide for interface and coordination between sites and the County or city EOC in which they reside.
- Provide for the orderly conversion of pre-designated District sites to American Red Cross shelters, when necessary.

Schools are required by both federal statute and state regulation to be available for shelters following a disaster. The American Red Cross (ARC) has access to schools in damaged areas to set up their mass care facilities, and local governments have a right to use schools for the same purposes. This requires close cooperation between school officials and ARC or local government Representatives, and should be planned and arranged for in advance.

In an Emergency Building Evacuation, all employees will:

- Upon emergency alert, secure work area and depart/report to assigned area.
- Perform duties as pre-assigned by the Principal in cooperation with emergency services personnel.
- DO NOT re-enter the building without permission or request of emergency service authorities.
- Remain in the general assembly areas and calm students if not assigned another duty.
- When signaled to re-enter safe areas of the school, quickly do so.
- Upon safe re-entry, report anything amiss to the Operations Chief.

In an Emergency Building Evacuation, teachers will also:

- Upon alert, assemble students for evacuation using designated routes and account for all students.
- Secure room.
- If possible, leave a note on the door advising where the class evacuated to if other than the standard assembly area.
- Upon arrival at the assembly area, account for all students.
- Secure medical treatment for injured students.
- Report any students missing or left behind because of serious injuries.
- Stay with and calm students.
- If signaled to re-enter school, assure students do so quickly and calmly.
- Account for all students.
- Check room and report anything amiss to the Team Leader and/or Operations Chief.
- Debrief students to calm fears about the evacuation.

In an Emergency Campus Evacuation:

If it is necessary to evacuate the entire campus to another school or relief center, the Principal will:

- Notify the Superintendent of the Campus Evacuation.
- Cooperate with emergency authorities in enlisting students/staff with cars to help transport evacuees.
- Direct the evacuation, assure all students/staff are accounted for as they depart and arrive.

Dismissal of students from the school shall be governed by the emergency procedures outlined in this procedure guide and consistent with the Initial Response System. However, this policy does not preclude the exercise of professional judgment by an administrator when the circumstances of the situation indicate dismissal to be in the best interest of the student.

- Each teacher MUST KEEP THE REGISTER OR ENROLLMENT SHEET OF PUPILS READILY AVAILABLE AT ALL TIMES. The teacher will remain with students until directed otherwise.

- In the absence of orders from the superintendent, each school principal is authorized and directed to implement plans as described herein or take such other action as may be necessary to save lives and mitigate the effects of disasters.
- During an emergency period or condition created by disaster, occurrence students may only be released to parent, guardian or other adult specified on the Emergency Data Card. THERE SHALL BE NO EXCEPTIONS TO THIS POLICY.

Emergency Announcements will be provided on the following radio stations:

AM Radio Stations:

KTNQ-AM 1020 "Univision America" Spanish
 KNX-AM 1070 "KNX 1070 Newsradio"
 KUNX-AM 1400 "La Super X" Spanish
 KKZZ-AM 1520 "La Voz" Spanish
 KVTA- AM 1590 "Ventura's Talk Authority"

FM Radio Stations:

KCRU-FM 89.1 "Public Radio for Southern California"
 KIND-FM 94.1 "Radio Indigena 94.1" Spanish / Mixteco
 KXLM-FM 102.9 "Radio Lazer 102.9 FM" Spanish

CALIFORNIA EMERGENCY SERVICES ACT (CHAPTER 7, DIVISION 1, TITLE 2, CALIFORNIA GOVERNMENT CODE)

The Act provides the basic authorities for conducting emergency operations following a proclamation of Local Emergency, State of Emergency, or State of War Emergency by the Governor and/or appropriate local authorities, consistent with the provisions of this Act.

CALIFORNIA GOVERNMENT CODE, SECTION 3100, TITLE 1, DIVISION 4, CHAPTER 4.

States that public employees are disaster service workers, subject to such disaster service activities as may be assigned to them by their superiors or by law. The term "public employees" includes all persons employed by the state or any county, city, city and county, state agency or public district, excluding aliens legally employed.

The law applies to public school employees in the following cases:

- When a local emergency is proclaimed.
- When a state of emergency is proclaimed.
- When a federal disaster declaration is made.

The law has two ramifications for School District employees:

1. It is likely that public school employees are pressed into service as Disaster Service Workers by their superiors, and may be asked to do jobs other than their usual duties for periods exceeding their normal working hours.
2. When pressed into disaster service, employees' Workers' Compensation Coverage becomes the responsibility of state government (OES), but their overtime pay is paid by the school. These circumstances apply only when a local or state emergency is declared. States that (the Governor's Office of Emergency Services has stated) inadequately trained school staff render school officials potentially liable for acts committed or omitted by school staff acting within the scope of their training during or after a disaster. (Sub Sections 835-840.6). It requires that school districts be prepared to respond to emergencies using SEMS. (Section 8607, the Petris Bill).

CALIFORNIA CIVIL CODE, CHAPTER 9, SECTION 1799.102

It provides for "Good Samaritan Liability" for those providing emergency care at the scene of an emergency. ("No person, who, in good faith and not for compensation, renders emergency care at the scene of an emergency, shall be liable for any civil damages resulting from any act or omission. The scene of an emergency shall not include emergency departments and other places where medical care is usually offered.")

PUBLIC AGENCY USE OF SCHOOL BUILDINGS FOR EMERGENCY SHELTERS

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

AFTER SCHOOL PROGRAM

The after-school program staff is trained annually in regard to disaster response. The District maintains a full-time After School Program Manager, who oversees safety training and disaster preparedness for the program. The After School Program Manager ensures that the following safety components are addressed within the after-school program environment:

- Elements of a safe and orderly environment
- Emergency evacuation procedures
- Student release procedures
- Incident Command Team responsibilities
- Child abuse reporting
- Rules, expectations and consequences
- Non-discrimination and harassment reporting

TRAINING

All staff are trained annually in regard to disaster procedures within the Comprehensive School Safety Plan and the District's Emergency Operations Plan. The school conducts monthly safety drills for fire and earthquake. The school also conducts a lockdown security drill at a minimum of once yearly within the first month of school under the direction of the School Resource Officer.

FOR DISASTER PLAN PROTOCOLS AND PROCEDURES (SEE APPENDICES).

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

The Oxnard School District Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5)

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to himself/herself or others. (Education Code 48915)

The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be specified in administrative regulation.

Suspended or expelled students shall be excluded from all school-related extracurricular activities during the suspension or expulsion.

STUDENT DUE PROCESS

The board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in administrative regulation and law. (Education Code 48911, 48915, 48915.5)

ALTERNATIVES TO SUSPENSION / OPTIONS

All schools within the Oxnard School District may establish a suspension program, which involves progressive discipline during the school day on campus, conferences, detention, student study team, referral to support services staff and/or other resources including District.

REQUIRED PARENTAL ATTENDANCE

The teacher of the class from which the student was suspended may require the parent/caregiver to attend a portion of a school day in the classroom in coordination with the principal and in accordance with all related policies/regulations for implementing this school suspension option.

DEFINITIONS

Suspension from school means removal of a student from ongoing instruction for adjustment purposes.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision of school personnel.

NOTICE OF REGULATIONS

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Education Code 35291.5, 48900.1, 48980)

Notification shall include information about the availability of individual school rules and all district policies and regulations pertaining to student discipline. (Education Code 35291)

GROUNDINGS FOR SUSPENSION AND EXPULSION

Students may be subject to suspension or expulsion for committing any of the acts listed below:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
(2) Willfully used force or violence upon the person of another, except in self-defense.
- b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
- c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
- d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco, or tobacco products.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
- l) Knowingly received stolen school property or private property.
- m) Possessed an imitation firearm.
- n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
- o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
- r) Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:
 - (1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:
 - (A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
 - (B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
 - (C) Causing a reasonable pupil to experience substantial interference with his or her academic performance.
 - (D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.
 - (2) (A) "Electronic act" means the transmission, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication.
 - (i) A message, text, sound, or image.
 - (ii) A post on a social network Internet Web site including, but not limited to:
 - (I) Posting to or creating a burn page. "Burn page" means an Internet Web site created for the purpose of having one or more of the effects listed in paragraph (1).
 - (II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
 - (III) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). "False profile" means a profile of a fictitious pupil or a profile using the

likeness or attributes of an actual pupil other than the pupil who created the false profile.

(B) Notwithstanding paragraph (1) and subparagraph (A), an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

(3) "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs

s) Aided or abetted the infliction or attempted infliction of physical injury.

E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.

E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.

E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.

E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

MANDATORY RECOMMENDATION FOR EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be in violation of Education Code 48915(a)(1), unless the principal determines that alternative means of correction would address the conduct.

(a)(1)(A) Causing serious physical injury to another person, except in self-defense.

(a)(1)(B) Possession of a knife, or other dangerous object of no reasonable use to the pupil.

(a)(1)(C) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).

(a)(1)(D) Robbery or extortion.

(a)(1)(E) Assault or battery upon any school employee.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be in violation of Education Code 48915(c). Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts, which may involve the possession or sale of narcotics or of a controlled substance, or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION

Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

BULLYING

CALIFORNIA STATE LAW REGARDING BULLYING

Right to Safe Schools. All students and staff of public primary, elementary, junior high, senior high schools, and community colleges, colleges, and universities have the inalienable right to attend campuses which are safe, secure and peaceful.

AB 9 – Seth’s Law

Requires schools to establish policies to prevent bullying and to address and be responsive to complaints about bullying.

- Requires school districts to include in its non-discrimination policy a detailed list where discrimination, harassment, intimidation, and bullying are prohibited under existing law—actual or perceived sexual orientation, gender, gender identity expression, race or ethnicity, nationality, religion, disability, or association with a person or group with one or more of these actual or perceived characteristics.
- Requires each school districts non-discrimination policy to describe the district’s procedure for addressing discrimination and harassment complaints; and be publicized in places for student and parental access.
- School districts are to strengthen professional development curricula for teachers, school counselors, and administrators with instruction on identifying and stopping discrimination and harassment and creating a school-wide culture of inclusion and respect for differences.

AB 746 - Cyber bullying.

Existing law, the Interagency School Safety Demonstration Act of 1985, defines bullying as one or more acts of sexual harassment, hate violence, or intentional harassment, threats, or intimidation, directed against school district personnel or pupils, committed by a pupil or group of pupils. Under existing law, bullying, including bullying committed by means of an electronic act, as defined, is a ground on which suspension or expulsion may be based. This bill would specify that an electronic act for purposes of the act includes a post on a social network Internet Web site.

AB 1156 – Bullying In Schools

Redefines California anti-bullying law by expanding the definition of bullying and linking it to academic achievement. It will also strengthen policies and procedures to reduce bullying in schools and keep students safe.

- Requires training of school site personnel in the prevention of bullying
- Links bullying to academic achievement
- Gives victims of bullying priority for school transfer, if requested
- Encourages school districts and county offices of education to include policies and procedures on the prevention of bullying in the school safety plan

OXNARD SCHOOL DISTRICT BOARD POLICY 5131.2

Bullying

The Board of Trustees recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

Cyberbullying includes the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person’s electronic account and assuming that person’s identity in order to damage that person’s reputation.

Strategies for bullying prevention and intervention shall be developed with involvement of key stakeholders in accordance with law, Board policy, and administrative regulation governing the development of comprehensive safety plans and shall be incorporated into such plans.

Bullying Prevention

To the extent possible, district and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and strategies to establish a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for perpetrators of bullying.

The district may provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies.

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias.

Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When appropriate, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators. He/she also may involve school counselors, mental health counselors, and/or law enforcement.

Complaints Procedures

The Board hereby designates the following position to handle complaints regarding bullying and inquiries regarding the district's bullying policies:

Assistant Superintendent, Human Resources and Support Services
1051 South A Street
Oxnard, CA 93030
(805) 385-1501 ext. 2050

Any student who feels that he/she has been subjected to bullying should immediately contact the Coordinator, the principal, or any other staff member. Any student or school employee who observes an incident of bullying should report the incident to the Coordinator or principal, whether or not the victim files a complaint.

Upon receiving a complaint of bullying, the Coordinator shall immediately investigate the complaint in accordance with site-level complaint procedures specified in AR 1312.3- Uniform Complaint Procedures.

The Superintendent or designee shall ensure that the student handbook clearly describes the district's bullying policy, procedures for filing a complaint regarding bullying, and the resources that are available to students who feel that they have been the victim of bullying. The district's policy may also be posted on the district website or any other location that is easily accessible to students.

When a student is reported to be engaging in bullying off campus, the Assistant Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.

When a student uses a social networking site or service to bully or harass another student, the Assistant Superintendent or designee shall file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

Discipline

Any student who engages in bullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion, in accordance with district policies and regulations. Alternative means of correction will be considered where appropriate, as required by Education Code section 48900.5

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.

- (a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 or Section 48915 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.
- (b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.
- (c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.
- (d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.
- (e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures

for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

Gang related apparel is defined as apparel that reasonably can determine to threaten the health and safety of the school environment if it were worn or displayed on a school campus

California Education Code Title V, Section 302: A pupil who goes to school without proper attention having been given to personal cleanliness or neatness of dress, may be sent home to be properly prepared for school, or shall be required to prepare himself for the schoolroom before entering.

Students may not wear clothing or hairstyles that will be disruptive to the educational process.

San Miguel Dress Code Policy:

Primary responsibility for student grooming is with his or her parents; while working closely with school administration. The purpose of the dress standards shall be to ensure a safe and secure environment in which to offer a quality education.

All clothing shall be neat, clean and acceptable in repair and appearance and shall be worn within the bounds of decency and good taste as appropriate for school. Garments shall be sufficient to appropriately conceal undergarments at all times.

- Articles of clothing, which display gang symbols, profanity or products, or slogans, which promote tobacco, alcohol, drugs; materially interfere with schoolwork; create disorder or disrupt the educational process are not allowed. Professional sport team jackets, T-shirts, and hats are also Not permitted at school.
- Metal accessories and jewelry that present a hazard to the health and safety of students are prohibited.
- Oversized clothing is inappropriate and must not create a safety hazard during physical activity. Clothing may be no more than one size larger than the appropriate size.
- Beach wear, halter-tops, tube tops, bare midriffs, see through outfits, or off the shoulder blouses or blouses with thin straps are not appropriate or acceptable.
- Shorts are permissible and must be at least mid-thigh in length. All shorts and jeans should be appropriate for school.
- Straps must be fastened at all times. Bib overalls must be worn with both straps fastened.
- All students must wear shoes. Strap on tennis shoes need to be strapped across the foot for safety. Flip-flops or sandals are inappropriate for safety reasons. Closed toe shoes only.
- Hats may be worn outside the classroom. Gang related symbols of any kind on the hats are not acceptable. Official school hats, inclement weather hats or hats that are part of an accessorized outfit are acceptable.
- Exceptions to the dress code can only be made for medical, health reasons, or religious beliefs.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

The Safety Committee continuously assesses the needs of the school in regards to safe ingress and egress of students and staff. Working collaboratively with all stakeholders, parent concerns and ideas are considered when making any changes to improve student/campus safety. Parents/Guardians are asked to provide emergency contact information for their children at the beginning of the year, and are asked to make updates as soon as possible when contact information changes. Parents/Guardians are responsible to provide the school with legal/custodial paperwork regarding a student. The legal documents are attached to the student's emergency card and will be followed accordingly.

School Hours

During a typical school year, San Miguel School regular student day is from 8:30 am to 11:00 am for morning classes. For students attending afternoon sessions, the regular school day for special education preschool classes from 12:00 pm – 2:30 pm. San Miguel also has approximately 6 to 10 additional students on campus, for half hour increments, from 8:30 am to 3:30 pm for speech/language services. Upon arriving at school, all students are escorted onto campus by school staff through the main office gate (Gate 1) and side gate (Gate 2). At the end of the school day, students are escorted to the bus or released to parent/guardian by a staff member.

Closed Campus

San Miguel is a closed campus. All gates which provide access to the classrooms and other rooms, except the main office, remain locked during regular school hours. Staff continuously monitors the safety of all students upon arrival and dismissal from school, including at the bus stop, and throughout the school day, following established routines and procedures. All visitors to the campus must check in at the office, sign in and obtain a visitor's pass/badge.

Leaving Early

Students may leave campus, prior to dismissal; if parents, guardians, or persons designated by parents/guardians (and are on the emergency card) pick up students from school. Persons picking up students during the day must present a valid ID, be 18 years of age, noted on the emergency contact information, and sign the student(s) out in the office.

Tardy/Late Policy

If the student arrives late, the student must be checked in at the front office and escorted to the classroom by a staff member. A truant tardy will be marked when the student arrives 30 minutes or more after the school's start time, without a valid excuse.

Excused Absences

When a student is absent, the Parent or Guardian needs to notify the school through a written note or phone call to the office within 72 hours of the absence. Excused absences include: illness, medical/dental appointments, court appearances (for students), religious observations, or death of an immediate family member.

Truancies

The following are considered truancies:

1. Being absent from school without the knowledge and consent of the parent/guardian/school.
2. Leaving the school grounds during the day without permission.
3. Staying out of class without permission.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

Positive School Climate

Element:

Positive Behavior Intervention and Supports through professional development, parent training and the IEP Process

Opportunity for Improvement:

San Miguel will train new staff in Crisis Prevention and Intervention (CPI) Yearly opportunities to renew CPI certification are offered within the district and Selpa. Staff are also encouraged to attend district Applied Behavior Analysis (ABA) training

Objectives	Action Steps	Resources	Lead Person	Evaluation
Social emotional development for students through classroom instruction and adult facilitated interactions with peers	Progress monitoring on IEP goals Professional development opportunities for para educators	Teachers, Site Administrator, district and SELPA professional development	Principal and classroom teachers	Progress on IEP goals and DRDP results
CPI training	Staff participation in district and SELPA trainings.	SELPA and District PD, Pupil Services Director, Leadership team	Administrator and Leadership Team	Leadership team notes and PD registration
Parent trainings on behavioral support	Site based and community based trainings	SELPA, Public Health, Special Education Service Coordinators and behavior specialists	Special Education Service Coordinators and Administrator	Training Flyers and sign in sheets

Component:

School's Safe Physical Environment

Element:

Safe School Environment

Opportunity for Improvement:

Based on the safety committees review, San Miguel will continue to ensure the safety drill schedule includes both AM and PM classes.

Objectives	Action Steps	Resources	Lead Person	Evaluation
In collaboration with Kamala, conduct regular safety drills at times that provide both AM and PM classes opportunities to participate	Calendar safety drills. Provide debriefing to staff and, if applicable, Kamala following a drill	Staff Calendar, Power Point, Staff Meetings	Principal in collaboration with Kamala Principal and Assistant Principal	Submit District Safety Forms
Safety meeting to review procedures	committee updated at the beginning of the year	Principal and Safety Plan	Principal	Safe School Plan Update
Continue to review facilities annual inspection to ensure safe egress and ingress	Hold inspection	Notes from inspections	Risk Management, Principal, Facilities	Report from Inspection
Safe egress from San Miguel to Kamala during evacuation drills	Calendar evacuations drills and provide debriefing to staff	San Miguel and Kamala Campus Supervisors All San Miguel Certificated staff	Principal in collaboration with Kamala Administration	Safety Form
Safe egress from San Miguel to neighboring Park during evacuation drills	Calendar evacuations drills and provide debriefing to staff	San Miguel Campus Supervisors and all San Miguel Certificated staff	Principal	Safety Form
Monitor facilities to ensure environment is safe.	Custodian to conduct monthly safety inspections of site and put in appropriate paperwork to fix problems as they occur	Notes from inspections	Custodian and Principal	Notes from meetings and work orders
Office Staff meetings to review protocols for student release	each trimester	Agendas from meetings	Principal and Office Manager	Notes from meeting
Ensure students are safe while on campus during the school day	School Campus is locked, Students are not released without following procedures and adults, staff wear school badges and all other adults must check in at the offer and have a visitors badge.	Review office procedures with staff and substitutes	Principal, Office Manager and Campus Supervisor	Procedural guidelines in the school handbook and substitute folders for all positions

Component:

Disaster Preparedness

Element:

School Safety

Opportunity for Improvement:

Based on the safety committee review, San Miguel will improve safety preparedness procedures by ensuring classroom rosters, emergency care plans and medical supplies are checked and updated regularly

Objectives	Action Steps	Resources	Lead Person	Evaluation
San Miguel has all emergency materials for a disaster	Inventory and restock materials for disasters including food supplies, first aide supplies, and search and rescue equipment	A storage bin on site with necessary emergency supplies, an emergency backpack and kit in each room.	Site Admin and Custodian	Inventory list
Students have access to medications	School nurse will ensure student medications and emergency care plans are kept up to date	locked Medicine cabinet, Emergency binder and emergency backpacks	School Nurse	Emergency care plans,
Updated class rosters & emergency care plans in each classroom emergency backpack	Attendance tech will print class rosters monthly and give to teachers. Teachers will place them in backpack and make sure a current emergency care plan is in the backpack for each student who has one.	Class list and emergency care plans	Attendance Tech, Office Assistant and Teachers	Documents are in backpack
In collaboration with Kamala, improve safety preparedness procedures	Use feedback from drills to reflect upon and improve emergency response procedures.	Class rosters and checklist collected from drills. Notes from safety meetings	Site Administrator and Kamala Assistant Principal	Feedback from disaster drills

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

San Miguel Student Conduct Code

- Goals: To provide a safe environment and necessary tools and resources to support the behavioral needs of the students.
- Beliefs: San Miguel school believes that the role of adult staff is to understand the underlying needs and provide students the instruction and resources necessary to assist them in learning and utilizing positive behaviors to address those needs. San Miguel School recognizes that all behavior is communication and an attempt to address an unmet need.
- Philosophy: A student’s education is dependent upon a “team” effort involving the student, parents and school personnel. Each member of the team has specific responsibilities which must be met if the educational experience is to have the greatest positive results. Students, parents and teachers are encouraged to maintain an ongoing dialogue about the standards for personal conduct in relation to life at school. We want to be an extraordinary place of safety and positive opportunity for everyone.
- Expectations of Students: With the support of staff, students will make continuing progress towards age appropriate social emotional development.
- Expectations for Parents: Parents will ensure their students are at school and on time each day. Parents will be open to community resources and school based trainings to support the student’s social emotional development across settings.
- Expectation for Teachers: With the assistance of support staff, teachers will evaluate the communicative intent of student behavior including awareness of antecedence and consequences that may be influencing the behavior. Additionally, teachers will develop appropriate goals and accommodations, including behavioral plans if necessary, and ensure consistent implementation of the Individual Educational Plan (IEP) across classroom staff members.
- Expectations for Administrators: To support the vision, goals, beliefs and philosophy of San Miguel, the school administrator will ensure access to applicable resources and trainings for both staff and parents

- Basic school rules: As a preschool made up primarily of students with special education needs, we recognize that all our students are in the process of learning to become more independent and make their wants and needs known using appropriate behavior and communication. Basic school rules include following adult directions, maintaining personal safety (staying with the class, using playground equipment safely etc), and safe interactions with others (no hitting, biting, kicking, pushing or throwing objects).
- Consequences: If progress is not made with the implementation of available school resources, the IEP team may consider additional resources available to the district including outside service providers and programs.
- Positive Reinforcements: Positive reinforcements are determined based on student's interests and developmental levels. They may such things as verbal praise or access to high interest activities and items.
- Evaluation and feedback methods: San Miguel maintains regular communication with parents and community providers and evaluates student progress through the IEP goals.

GENERAL

Education Code 44807: Every teacher in the public schools shall hold Pupils to a strict account for their conduct on the way to and from school, on the playgrounds, or during recess. A teacher, vice principal, principal, or any other certificated employee of a school district, shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of his duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning.

CONDUCT CODE PROCEDURES

The school rules and procedures were developed and adopted in accordance with California education code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas.

(J) Hate Crime Reporting Procedures and Policies

In order to create a safe learning environment for all students, the Board of Trustees desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual based on his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the teacher and Principal. Upon receiving such a complaint, the Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 - Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation. Students are expected to respect all others while on school grounds or while participating in school activities. Any student engaging in hate-motivated behavior will be subject to the school discipline policies in accordance with the district policies and guidelines.

Safety Plan Review, Evaluation and Amendment Procedures

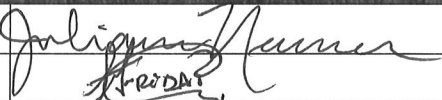



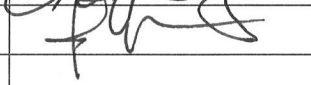
A Safety Committee is created every school year. The purpose of the committee is to review the Safety Plan on a continual basis and make any necessary changes and adjustments in order to ensure the safety of students and staff members. The committee meets on a regular basis to review and make any necessary recommendations and changes. All changes are brought to the attention of the entire staff and stakeholders at meetings. The plan is reviewed in February, approved by the SSC, and updated on March 1st.

Comprehensive School Safety Plan SB 187 Compliance Document

2022-2023 School Year

School: Sierra Linda Elementary
CDS Code: 56725386055388
District: Oxnard School District
Address: 2201 Jasmine Avenue
 Oxnard, CA 93036
Date of Adoption: November 16, 2022
Date of Review: -with Staff
 November 29, 2022
 -with Law Enforcement
 January 2023
 -with Fire Authority
 January 2023

Reviewed by:

Name	Title	Signature	Date
Julianne Newman	SSC Member		11/18/22
Frida Martinez	ELAC		11-18-22
Maria Morones	Office Manager- Classified		11/18/22
Armondo Arreguin	School Safety Committee Chair- Certificated		11/18/22
Jorge Mares	Principal		11-18-22
	Oxnard Police Department		
Scott Brewer	Fire Department		

(20)

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Armondo Arreguin	School Safety Committee Chair- Certificated		
Jorge Mares	Principal		
<i>Luis M. Arreguin</i>	Oxnard Police Department	<i>[Signature]</i>	2/6/23
Scott Brewer	Fire Department	<i>[Signature]</i>	1/30/23

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Senate Bill 187: Comprehensive School Safety Plan Purpose

Effective January 1, 2019, Assembly Bill 1747 (Rodriguez), School Safety Plans, became law. This bill requires that during the writing and development of the comprehensive school safety plan (CSSP), the school site council or safety committee consult with a fire department and other first responder entities in addition to currently required entities. It requires the CSSP and any updates made to the plan to be shared with the law enforcement agency, the fire department, and the other first responder entities.

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

- Assessment of school crime committed on school campuses and at school-related functions
- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy (electronic or paper) of the Comprehensive School Safety Plan is provided yearly to the following:

- School staff
- Parents
- After-school program staff
- Oxnard Police Department
- Oxnard Fire Department
- Early Childhood Education staff
- Volunteer Coaches

A copy of the Comprehensive School Safety Plan is available for review online at www.oxnardsd.org or in the Sierra Linda Elementary's office.

COVID-19 PANDEMIC INFORMATION FOR 2022 – 2023 SCHOOL YEAR

For the most up-to-date information concerning our COVID-19 protocols, feel free to visit the following websites:

Oxnard School District @ www.oxnardsd.org

Ventura County Department of Public Health @ www.vhca.org
Center for Disease Control and Prevention @ www.cdc.gov

Safety Plan Vision

We encourage children to become creative, academically competent, responsible citizens within a safe and healthy learning environment where all individuals are nurtured and respected. We believe students should be actively involved in all aspects of their academic and social-emotional development. We promote a "Respectful, Responsible and Safe" school environment.

We firmly believe that all children will learn and achieve their full potential when they are in a clean, safe, nurturing, and secure environment.

Components of the Comprehensive School Safety Plan (EC 32281)

Sierra Linda Elementary Safety Committee

The following are members of our site's safety committee:

Armondo Arreguin, Safety Committee Chair-Teacher

Susana Luna, School Counselor

Jesus Espinoza, Lead Custodian

Frida Martinez, ELAC

Maria Morones, Office Manager

Jorge Mares, Principal

Oxnard Police Department Representative

Scott Brewer, Fire Department Representative

Assessment of School Safety

The school is closed to all adults unless they checked in with the office and receive a visitor badge. There is still a challenge with the additional parents for kindergarten where the kindergarten area is inside the campus, as is the breakfast area. We have determined that Transitional Kindergarten and Kindergarten parents will only escort their students into the breakfast line or into the kindergarten playground area during the first three days of school (when feasible). Parents/guardians may receive special permission from principal depending on situation that may impact student.

The Principal leads a minimum of two whole school lockdown drill, as well as monitors the school campus and provides support.

The Risk Management Department from the District conducts a Safety Inspection of the campus each year. A report is submitted and necessary changes are made by either school personnel or district personnel.

Any safety issues are reported by staff to administration as they are noticed to be handled by the Lead Custodian or through work orders to the district office. The Lead Custodian and the Principal also conduct a monthly safety inspection and submit a report to the District Office.

Office Referrals were mostly happening during recess and lunch and are shared with parents, teachers, counselors and if need be with a representative from OPD. PBIS team has tallied the number of office referrals and reasons in order to best assess effectiveness of consequences. Summary of office referrals will be shared with staff, ELAC and SSC in order to address areas of highest concerns.

Attendance Rates and Suspension Rates are shared with parents and staff. Students with perfect attendance and no suspensions are recognized during school assemblies for their attendance/behavior. Staff meets with parents of those students with poor attendance/suspension. Interventions and solutions are documented and agreed upon with parents. If poor attendance continues families are placed on an attendance contract and/or recommended for Oxnard School District SARB. Students with perfect attendance are invited to a special activity.

The Panorama Survey results are shared with parents on SSC, ELAC, and staff. CHAMPS team reviews results and uses it as a base for improvements campus-wide.

The Safety Committee reviews and discusses procedures to be followed by staff and students during emergencies.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

The following strategies and programs are consistent with California educational code 32281 and reflect the school's commitment to safety within the following areas:

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

GENERAL

As stated in the Board Policy (BP 5141.4), "District employees shall report known or suspected incidence of child abuse in accordance with district regulations and state law. Employees shall fully cooperate with the child protective agencies responsible for reporting, investigating and prosecuting cases of child abuse."

When an employee suspects child abuse, the employee shall immediately meet and discuss the situation with a school counselor or an administrator. Information will be noted (name of person making report, name of child, present location of child, nature and extent of injury, and all other pertinent information.) At that time the counselor or administrator will assist the employee in making a call to Children and Family Services (654-3200) or the local Police Department (Oxnard 385-7600, Sheriff's Dept. 654-2311). The counselor or administrator will make note of time, date and name of official contacted. The employee will then complete and mail the required written report to the local Children and Family services agency. The counselor or assistant principal will notify the principal.

Employees (mandated reporters) have absolute immunity and are not liable for filing a required report. If a mandated reporter does not wish to disclose his/her identity to a district administrator, he/she shall at least provide or mail a copy of the written report to the district without his/her signature or name after making the required call to Children and Family Services or appropriate law enforcement agency. Mandated reports of sexual activity must be reported to either the Department of Children and Family Services (DCFS) or to the appropriate police jurisdiction. This information will then be cross-reported to the other legal agency.

School manager either mails or faxes over the completed abuse form to CFS within 36 hours of the report. School office manager gives a copy to principal and to the Oxnard School District Superintendent.

SEXUAL ACTIVITY

Child abuse laws change from time to time. Should you suspect that a student is engaged in unlawful sexual activity, please consult with the school social worker and campus officer to determine if particular provisions under this section are current and in effect.

- a. Involuntary sexual activity is always reportable.
- b. Incest, even if voluntary, is always reportable. Incest is a marriage or act of intercourse between parents and children; ancestors and descendants of every degree; brothers and sisters of half and whole blood and uncles and nieces or aunts and nephews. (Family Code §2200).
- c. Voluntary Sexual Activity may or may not be reportable. Even if the behavior is voluntary, there are circumstances where the behavior is abusive, either by Penal Code definition or because of an exploitative relationship, then this behavior must be reported. If there is reasonable suspicion of sexual abuse prior to the consensual activity, the abuse must be reported.

Reportable Sexual Activity if a Child is 14 Years of Age and:

- a. Partner is younger than 14 years old, but there is a disparity in chronological or maturational age or indications of intimidation, coercion or bribery or other indications of an exploitative relationship.
- b. Partner is 14 years or older lewd & lascivious acts committed by a partner of any age partner is alleged spouse and over 14 years of age.

Reportable Sexual Activity if the Child is 14 or 15 years and:

- a. There is unlawful sexual intercourse with a partner older than 14 but less than 21 years of age and there is no indication of abuse or evidence of an exploitative relationship. There is unlawful sexual intercourse with a partner older than 21 years
- b. There is lewd and lascivious acts committed by a partner more than 10 years older than the child is.
- c. The partner is the alleged spouse and over 21 years of age

Reportable Sexual Activity if the Child is 16 or 17 years and:

- a. The partner is less than 14 years of age
- b. There is unlawful sexual intercourse with a partner older than 14 and there is evidence of an exploitative relationship
- c. The partner is the alleged spouse and there is evidence of an exploitative relationship

Reportable Sexual Activity if the Child is under 18 years:

- a. Sodomy, oral copulation, penetration of a genital or anal opening by a foreign object, even if consensual, with a partner of any age.

Not Reportable Sexual Activity:

- a. Child is 14 years or younger and partner is younger than 14 years and of similar age or maturational age. Sexual behavior is voluntary and consensual. There are no indications of intimidation, coercion, bribery, or other indications of an exploitative relationship.
- b. Unlawful sexual intercourse of a child 14 to 15-years old with a partner older than 14 and less than 21 years of age and there is no indication of abuse or evidence of an exploitative relationship.
- c. Unlawful sexual intercourse with a child 16 or 17 years with a partner older than 14 and there is no indication of an exploitative relationship.

Mandated reports of sexual activity must be reported to either the Department of Children and Family Services (DCFS) or to the appropriate police jurisdiction. This information will then be cross-reported to the other legal agency.

STAFF TRAINING

All Oxnard School District staff who work with students are trained annually in regard to child abuse. New employees are trained upon being hired. Employees receive training on their legal obligation under law regarding mandated reporting. Employees also receive training to recognize signs and symptoms of child abuse.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

GENERAL

This Plan addresses the Oxnard School District's responsibilities in emergencies associated with natural disaster, human-caused emergencies and technological incidents. It provides a framework for coordination of response and recovery efforts within the District in coordination and with local, State, and Federal agencies. The Plan establishes an emergency organization to direct and control operations at all sites during a period of emergency by assigning responsibilities to specific personnel. This Plan:

- Conforms to the Federally mandated National Incident Management System (NIMS), State mandated Standardized Emergency Management System (SEMS) and effectively restructures emergency response at all levels in compliance with the Incident Command System (ICS).
- Establishes response policies and procedures, providing Oxnard School District clear guidance for planning purposes.
- Describes and details procedural steps necessary to protect lives and property.
- Outlines coordination requirements.
- Provides a basis for unified training and response exercises to ensure compliance.

OBJECTIVES

- Protect the safety and welfare of students, employees and staff.
- Provide for a safe and coordinated response to emergencies.
- Protect the District's facilities and properties.
- Enable the District to restore normal conditions with minimal confusion in the shortest time possible.
- Provide for interface and coordination between sites and the District Emergency Operations Center (EOC).
- Provide for interface and coordination between sites and the County or city EOC in which they reside.
- Provide for the orderly conversion of pre-designated District sites to American Red Cross shelters, when necessary.

Schools are required by both federal statute and state regulation to be available for shelters following a disaster. The American Red Cross (ARC) has access to schools in damaged areas to set up their mass care facilities, and local governments have a right to use schools for the same purposes. This requires close cooperation between school officials and ARC or local government Representatives, and should be planned and arranged for in advance.

In an Emergency Building Evacuation, all employees will:

- Upon emergency alert, secure work area and depart/report to assigned area.
- Perform duties as pre-assigned by the Principal in cooperation with emergency services personnel.
- DO NOT re-enter the building without permission or request of emergency service authorities.
- Remain in the general assembly areas and calm students if not assigned another duty.
- When signaled to re-enter safe areas of the school, quickly do so.
- Upon safe re-entry, report anything amiss to the Operations Chief.

In an Emergency Building Evacuation, teachers will also:

- Upon alert, assemble students for evacuation using designated routes and account for all students.
- Secure room.
- If possible, leave a note on the door advising where the class evacuated to if other than the standard assembly area.
- Upon arrival at the assembly area, account for all students.
- Secure medical treatment for injured students.
- Report any students missing or left behind because of serious injuries.
- Stay with and calm students.
- If signaled to re-enter school, assure students do so quickly and calmly.
- Account for all students.
- Check room and report anything amiss to the Team Leader and/or Operations Chief.
- Debrief students to calm fears about the evacuation.

In an Emergency Campus Evacuation:

If it is necessary to evacuate the entire campus to another school or relief center, the Principal will:

- Notify the Superintendent of the Campus Evacuation.
- Cooperate with emergency authorities in enlisting students/staff with cars to help transport evacuees.
- Direct the evacuation, assure all students/staff are accounted for as they depart and arrive.

Dismissal of students from the school shall be governed by the emergency procedures outlined in this procedure guide and consistent with the Initial Response System. However, this policy does not preclude the exercise of professional judgment by an administrator when the circumstances of the situation indicate dismissal to be in the best interest of the student.

- Each teacher MUST KEEP THE REGISTER OR ENROLLMENT SHEET OF PUPILS READILY AVAILABLE AT ALL TIMES. The teacher will remain with students until directed otherwise.
- In the absence of orders from the superintendent, each school principal is authorized and directed to implement plans as described herein or take such other action as may be necessary to save lives and mitigate the effects of disasters.
- During an emergency period or condition created by disaster, occurrence students may only be released to parent, guardian or other adult specified on the Emergency Data Card. THERE SHALL BE NO EXCEPTIONS TO THIS POLICY.

Emergency Announcements will be provided on the following radio stations:

AM Radio Stations:

KTNQ-AM 1020 "Univision America" Spanish
 KNX-AM 1070 "KNX 1070 Newsradio"
 KUNX-AM 1400 "La Super X" Spanish
 KKZZ-AM 1520 "La Voz" Spanish
 KVTA- AM 1590 "Ventura's Talk Authority"

FM Radio Stations:

KCRU-FM 89.1 "Public Radio for Southern California"
 KIND-FM 94.1 "Radio Indigena 94.1" Spanish / Mixteco
 KXLM-FM 102.9 "Radio Lazer 102.9 FM" Spanish

CALIFORNIA EMERGENCY SERVICES ACT (CHAPTER 7, DIVISION 1, TITLE 2, CALIFORNIA GOVERNMENT CODE)

The Act provides the basic authorities for conducting emergency operations following a proclamation of Local Emergency, State of Emergency, or State of War Emergency by the Governor and/or appropriate local authorities, consistent with the provisions of this Act.

CALIFORNIA GOVERNMENT CODE, SECTION 3100, TITLE 1, DIVISION 4, CHAPTER 4.

States that public employees are disaster service workers, subject to such disaster service activities as may be assigned to them by their superiors or by law. The term "public employees" includes all persons employed by the state or any county, city, city and county, state agency or public district, excluding aliens legally employed.

The law applies to public school employees in the following cases:

- When a local emergency is proclaimed.
- When a state of emergency is proclaimed.

- When a federal disaster declaration is made.

The law has two ramifications for School District employees:

1. It is likely that public school employees are pressed into service as Disaster Service Workers by their superiors, and may be asked to do jobs other than their usual duties for periods exceeding their normal working hours.
2. When pressed into disaster service, employees' Workers' Compensation Coverage becomes the responsibility of state government (OES), but their overtime pay is paid by the school. These circumstances apply only when a local or state emergency is declared. States that (the Governor's Office of Emergency Services has stated) inadequately trained school staff render school officials potentially liable for acts committed or omitted by school staff acting within the scope of their training during or after a disaster. (Sub Sections 835-840.6). It requires that school districts be prepared to respond to emergencies using SEMS. (Section 8607, the Petris Bill).

CALIFORNIA CIVIL CODE, CHAPTER 9, SECTION 1799.102

It provides for "Good Samaritan Liability" for those providing emergency care at the scene of an emergency. ("No person, who, in good faith and not for compensation, renders emergency care at the scene of an emergency, shall be liable for any civil damages resulting from any act or omission. The scene of an emergency shall not include emergency departments and other places where medical care is usually offered.")

PUBLIC AGENCY USE OF SCHOOL BUILDINGS FOR EMERGENCY SHELTERS

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

AFTER SCHOOL PROGRAM

The after-school program staff is trained annually in regard to disaster response. The District maintains a full-time After School Program Manager, who oversees safety training and disaster preparedness for the program. The After School Program Manager ensures that the following safety components are addressed within the after-school program environment:

- Elements of a safe and orderly environment
- Emergency evacuation procedures
- Student release procedures
- Incident Command Team responsibilities
- Child abuse reporting
- Rules, expectations and consequences
- Non-discrimination and harassment reporting

TRAINING

All staff are trained annually in regard to disaster procedures within the Comprehensive School Safety Plan and the District's Emergency Operations Plan. The school conducts monthly safety drills for fire and earthquake. The school also conducts a lockdown security drill at a minimum of once yearly within the first month of school under the direction of the School Resource Officer.

FOR DISASTER PLAN PROTOCOLS AND PROCEDURES (SEE APPENDICES).

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

The Oxnard School District Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5)

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to himself/herself or others. (Education Code 48915)

The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be specified in administrative regulation.

Suspended or expelled students shall be excluded from all school-related extracurricular activities during the suspension or expulsion.

STUDENT DUE PROCESS

The board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in administrative regulation and law. (Education Code 48911, 48915, 48915.5)

ALTERNATIVES TO SUSPENSION / OPTIONS

All schools within the Oxnard School District may establish a suspension program, which involves progressive discipline during the school day on campus, conferences, detention, student study team, referral to support services staff and/or other resources including District.

REQUIRED PARENTAL ATTENDANCE

The teacher of the class from which the student was suspended may require the parent/caregiver to attend a portion of a school day in the classroom in coordination with the principal and in accordance with all related policies/regulations for implementing this school suspension option.

DEFINITIONS

Suspension from school means removal of a student from ongoing instruction for adjustment purposes.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision of school personnel.

NOTICE OF REGULATIONS

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Education Code 35291.5, 48900.1, 48980)

Notification shall include information about the availability of individual school rules and all district policies and regulations pertaining to student discipline. (Education Code 35291)

GROUNDINGS FOR SUSPENSION AND EXPULSION

Students may be subject to suspension or expulsion for committing any of the acts listed below:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
(2) Willfully used force or violence upon the person of another, except in self-defense.
- b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
- c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
- d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco, or tobacco products.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
- l) Knowingly received stolen school property or private property.
- m) Possessed an imitation firearm.
- n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
- o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.

- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
- r) Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:
- (1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:
- (A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
- (B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
- (C) Causing a reasonable pupil to experience substantial interference with his or her academic performance.
- (D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.
- (2) (A) "Electronic act" means the transmission, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication.
- (i) A message, text, sound, or image.
- (ii) A post on a social network Internet Web site including, but not limited to:
- (I) Posting to or creating a burn page. "Burn page" means an Internet Web site created for the purpose of having one or more of the effects listed in paragraph (1).
- (II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
- (III) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.
- (B) Notwithstanding paragraph (1) and subparagraph (A), an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.
- (3) "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs
- s) Aided or abetted the infliction or attempted infliction of physical injury.
- E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.
- E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

- E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.
- E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.
- E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

MANDATORY RECOMMENDATION FOR EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be in violation of Education Code 48915(a)(1), unless the principal determines that alternative means of correction would address the conduct.

- (a)(1)(A) Causing serious physical injury to another person, except in self-defense.
- (a)(1)(B) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(1)(C) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(1)(D) Robbery or extortion.
- (a)(1)(E) Assault or battery upon any school employee.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be in violation of Education Code 48915(c). Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))
2. Brandishing a knife as defined in Education Code 48915(g) at another person.
3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.
4. Committing or attempting to commit a sexual assault.
5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts, which may involve the possession or sale of narcotics or of a controlled substance, or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION

Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

BULLYING

CALIFORNIA STATE LAW REGARDING BULLYING

Right to Safe Schools. All students and staff of public primary, elementary, junior high, senior high schools, and community colleges, colleges, and universities have the inalienable right to attend campuses which are safe, secure and peaceful.

AB 9 – Seth's Law

Requires schools to establish policies to prevent bullying and to address and be responsive to complaints about bullying.

- Requires school districts to include in its non-discrimination policy a detailed list where discrimination, harassment, intimidation, and bullying are prohibited under existing law—actual or perceived sexual orientation, gender, gender identity expression, race or ethnicity, nationality, religion, disability, or association with a person or group with one or more of these actual or perceived characteristics.
- Requires each school districts non-discrimination policy to describe the district's procedure for addressing discrimination and harassment complaints; and be publicized in places for student and parental access.
- School districts are to strengthen professional development curricula for teachers, school counselors, and administrators with instruction on identifying and stopping discrimination and harassment and creating a school-wide culture of inclusion and respect for differences.

AB 746 - Cyber bullying.

Existing law, the Interagency School Safety Demonstration Act of 1985, defines bullying as one or more acts of sexual harassment, hate violence, or intentional harassment, threats, or intimidation, directed against school district personnel or pupils, committed by a pupil or group of pupils. Under existing law, bullying, including bullying committed by means of an electronic act, as defined, is a ground on which suspension or expulsion may be based. This bill would specify that an electronic act for purposes of the act includes a post on a social network Internet Web site.

AB 1156 – Bullying In Schools

Redefines California anti-bullying law by expanding the definition of bullying and linking it to academic achievement. It will also strengthen policies and procedures to reduce bullying in schools and keep students safe.

- Requires training of school site personnel in the prevention of bullying
- Links bullying to academic achievement
- Gives victims of bullying priority for school transfer, if requested
- Encourages school districts and county offices of education to include policies and procedures on the prevention of bullying in the school safety plan

OXNARD SCHOOL DISTRICT BOARD POLICY 5131.2

Bullying

The Board of Trustees recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

Cyberbullying includes the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Strategies for bullying prevention and intervention shall be developed with involvement of key stakeholders in accordance with law, Board policy, and administrative regulation governing the development of comprehensive safety plans and shall be incorporated into such plans.

Bullying Prevention

To the extent possible, district and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and strategies to establish a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for perpetrators of bullying.

The district may provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies.

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias.

Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When appropriate, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators. He/she also may involve school counselors, mental health counselors, and/or law enforcement.

Complaints Procedures

The Board hereby designates the following position to handle complaints regarding bullying and inquiries regarding the district's bullying policies:

Assistant Superintendent, Human Resources and Support Services

1051 South A Street
Oxnard, CA 93030
(805) 385-1501 ext. 2050

Any student who feels that he/she has been subjected to bullying should immediately contact the Coordinator, the principal, or any other staff member. Any student or school employee who observes an incident of bullying should report the incident to the Coordinator or principal, whether or not the victim files a complaint.

Upon receiving a complaint of bullying, the Coordinator shall immediately investigate the complaint in accordance with site-level complaint procedures specified in AR 1312.3- Uniform Complaint Procedures.

The Superintendent or designee shall ensure that the student handbook clearly describes the district's bullying policy, procedures for filing a complaint regarding bullying, and the resources that are available to students who feel that they have been the victim of bullying. The district's policy may also be posted on the district website or any other location that is easily accessible to students.

When a student is reported to be engaging in bullying off campus, the Assistant Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.

When a student uses a social networking site or service to bully or harass another student, the Assistant Superintendent or designee shall file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

Discipline

Any student who engages in bullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion, in accordance with district policies and regulations. Alternative means of correction will be considered where appropriate, as required by Education Code section 48900.5

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.

- (a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 or Section 48915 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.
- (b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.
- (c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision (a) is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.
- (d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.

- (e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

SIERRA LINDA SCHOOL DRESS POLICY

All students will be held to the Sierra Linda School Dress Policy. The policy is sent to all families before the start of the school year and reviewed with students the first week of school during PBIS assemblies. Students who violate the dress policy will be requested to fix inappropriate clothing, change into loaners or call home to have proper clothing items brought to school. Parents may be called at home or work to bring appropriate clothing to school. The purpose of the dress code policy is to ensure a safe and secure environment in which students can benefit from a quality education. The following will be strictly adhered to:

DRESS CODE

Gang-Related apparel is defined as apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus.

California Education Code Title V, Section 302: A pupil who goes to school without proper attention having been given to personal cleanliness or neatness of dress, may be sent home to be properly prepared for school, or shall be required to prepare himself for the school room before entering.

Students may not wear clothing or hairstyles that will be disruptive to the educational process.

Sierra Linda's School Dress Policy is based upon the principle that the standard of dress and grooming is primarily the responsibility of the parents and students. One's dress and appearance should not disrupt the education of others. Schools have the authority under State law to restrict the wearing of clothes, which could be considered to be "gang" attire.

1. Clothing, jewelry and personal items (backpacks, etc.) shall be free of writing, pictures, or any other insignia which are crude, vulgar, profane, or sexually suggestive, which bear any type of weapon, which bear drug, alcohol or tobacco company advertising.
2. Clothing which exposes underwear, bare midriffs or stomachs (including transparent blouses, crop tops, tank tops, "spaghetti" straps, or halter tops), short shorts, or skirts (above mid thigh) are not permitted.
3. Shorts that extend below the bottom of the kneecap are not permitted.
4. Hats or hoods may not be worn inside a classroom or school building. Baseball caps or "bucket hats" may be worn for sun protection and must be a plain, solid color, and without any logos.
5. Pants must be worn at the waist to prohibit sagging.
6. Metal accessories that present a hazard to the health or safety of the wearer or others are prohibited on school grounds.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

Results from the parent and teacher survey identified a concern for the school's physical environment. Specifically noted was the dropping off/picking up student area. We are a closed campus. A staff member monitors opened gates during ingress and egress. All guests are required to sign-in at front office and show a valid ID in order to walk onto campus. All parents/guardians must show a valid ID when picking up students during school hours. Transitional Kinder through third grade stay with teachers until picked up by parent/guardian, older sibling or staff places them on bus.

Parents/Guardians are asked to provide emergency contact information for their children at the beginning of the year, and are asked to make updates as soon as possible when contact information changes.

Parents/Guardians are responsible to provide the school with legal/custodial paperwork regarding a student. The legal documents are attached to the student's emergency card and will be followed accordingly.

School Hours

- The regular student day is from 8:35 am to 2:50 pm. for students from grades 1-5. The regular school day for Transitional Kindergarten and Kindergarten students is from 8:35 am to 1:57 pm. (with the exception of attending before or after school intervention classes, the After School Program, or early release days). Wednesdays are Early Release days for all students. All students are dismissed 1 hour earlier than their regular time. Transitional Kindergarten and Kindergarten will dismiss at 12:57 and Grades 1-5 will dismiss at 1:50 on Wednesdays.
- Upon arriving at school, students are to immediately come onto campus (note entrance gates used by students).
- Students are not allowed to loiter outside campus gates.
- Students not participating in after school activities are to leave campus immediately by being picked up by parent/guardian, walking or riding the bus.
- Parents dropping off students at school should be aware that there is no supervision available before 8:15 am. School office hours are 7:30 am to 4:00 pm.

Guidelines addressing the arrival and dismissal of students are included in Sierra Linda's agenda and/or handbook. This information is also shared in assemblies and with the parents at parent meetings. Safety issues are also shared through Connect Ed.

Specific procedures include:

- No students are allowed to arrive at school before 8:15 AM
- If walking or being dropped off by parents, 1st-5th grade students must enter through their designated gate. If a student is eating breakfast in the cafeteria they must be dropped off in front gates only. If dropped off by bus, 1st-5th grade students enter through kinder gates. All students will walk to their designated area to line up.
- TK-Kinder and 1st Grade students must enter and be dismissed through kinder gates. 1st through 5th grade students must exit through assigned gates.
- Instruction begins at 8:35 for all grades. There is a five minute warning bell at 8:30
- Parents, staff and guest are not to park in the bus loading and unloading zone in front of the office.
- Campus Supervisors and teachers are assigned supervision at designated areas during arrival and departure for student safety.
- Parents, staff and guest are to use caution during arrival and departure times. We expect all drivers to be patient and drive safely.
- Cross streets at designated cross walks.
- Dismissal time is 1:57 for Transitional Kinder and Kindergarten students. Parents are to park outside of the main school parking lot when waiting for children.

- Dismissal time is 2:50 for first through fifth graders. Parents are to park outside of the main school parking lot when waiting for children.
- Students going home on the bus will line up near room 907 and are then escorted to the bus.
- Teachers supervise classes out for safe and orderly dismissal.
- Teachers monitor high traffic areas at dismissal (bus area, street corner, parking lot crossing area).
- Oxnard PD monitors ingress and egress, providing feedback to improve traffic flow and reminding parents to follow traffic laws.

Leaving Early:

- Students may leave campus, prior to dismissal; if parents, guardians, or persons designated by parents/guardians (and are on the emergency card and over the age of 18) pick up students from school.
- Persons picking up students during the day must present a valid ID, be at least 18 years of age, noted on the emergency contact information, and sign the student(s) out in the office.

Tardy/Late Policy

School begins at 8:35 am.

- If the student arrives after the tardy bell, the student must check into the office prior to going into the classroom. The student will receive an excused/unexcused tardy slip, then will be directed to go to the classroom.
- A truant tardy will be marked when the student arrives 30 minutes or more after the school's start time, without a valid excuse.

Excused Absences

- When a student is absent, the Parent or Guardian needs to notify the school through a written note or phone call to the office within 72 hours of the absence.

Excused absences include: illness, medical/dental appointments, court appearances (for students), religious observations, or death of an immediate family member.

Truancies

The following are considered truancies:

1. Being absent from school without the knowledge and consent of the parent/guardian/school.
2. Leaving the school grounds during the day without permission.
3. Staying out of class without permission.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

Positive School Climate

Element:

School Wide Positive Behavior Support

Opportunity for Improvement:

Students should follow the elements of the Pledge for Success/CHAMPS daily.

Objectives	Action Steps	Resources	Lead Person	Evaluation
The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas.	Daily community circles during opening; further discussion during community circle time; review of rules and expectations	Posters in classroom and common areas	Teachers, Paraprofessionals, School Counselor, Campus Assistants and Principal	Walk through observations, staff meeting debrief.
Parents shall be made aware of student behavior plans and expectations	Information shared with parents at Coffee With the Principal, ELAC, PTA, and School Site Council Meetings.	Space available for meeting	Teachers, Paraprofessionals, Campus Assistants and Principal	Parent awareness of expectations
Teachers and Classified staff shall be trained on CHAMPS/PBIS	Teachers will be trained on the implementation of CHAMPS.	Meeting time	Teachers, Paraprofessionals, School Counselor, Campus Assistants and Principal	Attendance, follow through of implementation. School-wide PBIS leadership team will conduct walk-through observations
Education Codes will be followed when implementing respectful and dignified student discipline.	Discipline from teacher/principal/designee	Referral forms, Q documentation	Teachers, Principal, Designee	Monitoring of student behavior

Component:

Disaster Plan

Element:

Safe School Environment

Opportunity for Improvement:

Staff needs to review emergency drills, disaster plan (FEMA) and lockdown procedures.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Staff to become trained in FEMA	Video course to be taken by all staff	Website for video course	Principal and Emergency Team	Completion of course
Familiarize disaster plan and procedures with staff	Review of plan on ongoing basis	Plan with roles for disaster	Principal and Emergency Team	Staff and students will know what to do or who to follow during a disaster.
Familiarize staff and students with procedures for lock-down. Conduct lock-down drills once per trimester.	E-mail new procedures to staff; review at staff meeting; conduct lockdown drill	Oxnard Police Department Handout	Principal and Emergency Team	Staff and students will know what to do or who to follow during a lockdown
Staff will conduct monthly fire drills for evacuation	Review procedure with staff, conduct drills	Evacuation map, emergency backpacks, procedure sheet	Principal and Emergency Team	Completion and observation of drill procedure
Educate parents about school disaster plan so they will help students understand procedures	Information shared with parents at Coffee With the Principal, ELAC, PTA, and School Site Council Meetings.	Site Disaster Plan	Principal and Emergency Team	Students and parents knowing what to do during a disaster.
Familiarize staff and students with earthquake procedures. Conduct earthquake drills once per trimester.	Review procedure with staff, conduct drills	Evacuation map, emergency backpacks, procedure sheets	Principal and Emergency Team	Staff and students will know what to do or who to follow during a earthquake.
Familiarize staff and students with Rules and Procedures for School Discipline.	Review ODR and district policies on an ongoing basis.	Trimester meetings and assemblies.	Principal or Principal Designee	Staff and students will be clear on Rules and Procedures
Familiarize staff and students with Hate Crime Reporting Procedures.	Review district policies with staff, students, and parents.	Trimester meetings and assemblies.	Principal	Staff and students will be clear on Rules and Procedures

Component:

School's Safe Physical Environment

Element:

School Safety

Opportunity for Improvement:

All school gates need to be closed during the school day, not allowing for openings into the parking lots.

Objectives	Action Steps	Resources	Lead Person	Evaluation
All gates need to be closed and locked after entry into school or exit from school	Signs posted on the gates	Copies/Publications Campus Supervision Schedule for monitoring in the mornings	Principal/Teachers/Staff Members	Gates closed and locked throughout the day.
Reminding staff of procedures when they enter or leave campus, ensuring that gates are closed and locked behind them if they enter from a side gate.	Reminders in bulletin and via email or face to face with individuals.	Weekly bulletin	Principal	Gates closed and locked throughout the day.
Gates monitored by staff during delivery of food or supplies through back gate	Reminders to staff to close and lock the gates or have a staff member monitor gate during delivery so that students do not go out during the day.	Weekly bulletin reminder	Principal, staff members	Gates closed and locked throughout the day.
OPD is available on call for support.	Review procedures for calling OPD with staff.	Monthly Reminders in staff meeting	Principal	Procedures followed for calling OPD.

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Sierra Linda Elementary Student Conduct Code

Sierra Linda Elementary's mission, vision, values and goals include:

Vision:

Empowering All Children to Achieve Excellence

Mission:

"We encourage children to become creative, academically competent, responsible citizens within a safe and healthy environment where all individuals are nurtured and respected."

VALUES:

We can achieve our vision by on-going reflection and collaboration regarding best instructional practices, using data, prioritizing time and money, engaging in professional development that is relevant to student achievement, implementing interventions for both academic and social/behavioral needs (Response to Intervention/Instruction) and engaging students by using technology as an integral part of instruction.

CORE VALUES:

We believe that all students and staff deserve a learning environment wherein, Equity--Integrity--Purpose--Perseverance--Compassion, are valued and nurtured.

STUDENT CONDUCT EXPECTATION AND RESPONSIBILITIES

In order to promote positive and respectful behavior from our students, Sierra Linda has a school wide plan that involves recognizing and encouraging responsible behavior. Students who follow classroom and school rules, behave safely, and treat themselves and others with respect are positively reinforced with praise and rewards. Students who violate district policy and state educational codes receive appropriate consequences and a telephone call to the parents.

The skills we teach are used to prevent inappropriate student conduct and promote responsible behavior. This plan is intended to support classroom rules and foster opportunities and ways for students to be rewarded. Thus, supporting character building wherein they learn to make safe, responsible and appropriate choices. Staff and students have created expected behavior in all areas of school premises via "CHAMPS" components. In addition, our Guidelines For Success are posted around campus. Our school mascot is the EAGLE, we used those letters to create our guidelines as follows:

"As a Sierra Linda Eagle I will..

Encourage Others
Accept Responsibility
Generate Positivity
Learn from Mistakes
Embrace Challenges
Strive for Success"

We expect all parents to support students by:

- *supporting the school's and district's behavior, homework and dress-code policies.
- *ensure that their child completes homework and daily assignments.
- *attend Back to School Night, parent conferences and other school related activities to support their child's academic and social-emotional growth.
- *be available for communication regarding their child's academic and social progress.

Please see attached Parent-Student Handbook for specific information on school rules, positive reinforcements, incentives and consequences.

SCHOOL COMPACT

Parent or Guardian:

I understand the importance of my child's education. Therefore, I agree to carry out the following responsibilities:

- Communicate with my child and his/her teachers regarding my child's education.
- Monitor my child's homework.

- Provide necessary materials and a quiet place for my child to do his/her homework.
- Send my child to school on time and ready to learn.
- Volunteer my time to attend or participate in school programs.
- Assure that my child adheres to the school dress code policy.

Student:

I understand the importance of school and learning. Therefore, I agree to carry out the following responsibilities:

- Communicate with my teachers and parents regarding my education.
- Complete and return all my homework and class assignments on time.
- Be responsible for my actions, be respectful to others and play safely.
- Arrive at school on time, ready and prepared to learn.
- Read and practice Math-Facts at least 20 minutes each day.
- Be responsible for dressing according to the school dress code policy.

Teacher & Principal

I understand the importance of the school experience for every student and my role as educator and parent liaison. Therefore, I agree to carry out the following responsibilities:

- Communicate with students and parents (guardians) regarding school expectations, program information and each student's progress.
- Teach to the needs of each individual student encouraging academic and social growth.
- Provide a safe, positive and healthy learning environment.
- Assign regular homework only after the necessary concepts have been taught.
- Promote and attend school programs and functions.
- Communicate to students, parents, and administration when the dress code and attendance policies are not being followed.

GENERAL

Education Code 44807: Every teacher in the public schools shall hold Pupils to a strict account for their conduct on the way to and from school, on the playgrounds, or during recess. A teacher, vice principal, principal, or any other certificated employee of a school district, shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of his duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning.

CONDUCT CODE PROCEDURES

The school rules and procedures were developed and adopted in accordance with California education code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas.

(J) Hate Crime Reporting Procedures and Policies

In order to create a safe learning environment for all students, the Board of Trustees desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual based on his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the teacher and Principal. Upon receiving such a complaint, the Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 - Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation. Students

are expected to respect all others while on school grounds or while participating in school activities. Any student engaging in hate-motivated behavior will be subject to the school discipline policies in accordance with the district policies and guidelines.

Safety Plan Review, Evaluation and Amendment Procedures

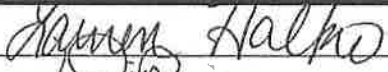
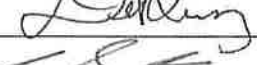


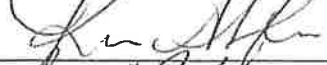
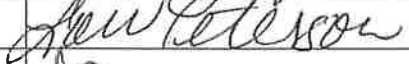




A Safety Committee is created every school year. The purpose of the committee is to review the Safety Plan on a continual basis and make any necessary changes and adjustments in order to ensure the safety of students and staff members. The committee meets on a monthly basis to review and make any necessary recommendations and changes. All changes are brought to the attention of the entire staff and stakeholders at meetings. The plan is reviewed in January and February, approved by the SSC, ELAC and staff. The completed plan will be distributed school-wide by email and printed copies will be available for parent/community review at the front office. The safety plan will be reviewed bi-annually by all Sierra Linda staff. Evacuation maps are posted in every classroom and common areas of the campus.

Comprehensive School Safety Plan SB 187 Compliance Document

2022-2023 School Year

School: Juan Lagunas Soria School
CDS Code: 56725380119412
District: Oxnard School District
Address: 3101 Dunkirk Drive
 Oxnard, CA 93035
Date of Adoption: February 15, 2023
Date of Review: -with Staff
 December 2022
 -with Law Enforcement
 January 2023
 -with Fire Authority
 January 2023

Reviewed by:

Name	Title	Signature	Date
Lauren Halko	Principal		2/3/23
Deicy Ramirez	Assistant Principal		2/3/23
Naomi Aguilera	School Office Manager/Classified Rep		2/3/23
Alicia Serrato	Attendance Tech		2/3/23
Karen Alfaro	Intermediate School Secretary		2/3/23
Lorri Peterson	Teacher		2/3/23
Kelley Elrod	Teacher		2-3-23
Armando Alvarado	Teacher		2-6-23
John Guillen	Teacher		2/3/23
Maria Magana	SSC Chairperson/Parent		2/10/23



Name	Title	Signature	Date
	After-School Program Site Coordinator		
Louis W. Arthur	Police Department Representative		2/3/23
SCOTT BREWER	Fire Department Representative		1/30/23

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Senate Bill 187: Comprehensive School Safety Plan Purpose

Effective January 1, 2019, Assembly Bill 1747 (Rodriguez), School Safety Plans, became law. This bill requires that during the writing and development of the comprehensive school safety plan (CSSP), the school site council or safety committee consult with a fire department and other first responder entities in addition to currently required entities. It requires the CSSP and any updates made to the plan to be shared with the law enforcement agency, the fire department, and the other first responder entities.

The California Education Code (sections 32280-32288) outlines the requirements of all schools operating any kindergarten and any grades 1 to 12, inclusive, to write and develop a school safety plan relevant to the needs and resources of that particular school.

In 2004, the Legislature and Governor recast and renumbered the Comprehensive School Safety Plan provisions in SB 719 and AB115. It is the intent of the Legislature in enacting the provisions to support California public schools as they develop their mandated comprehensive safety plans that are the result of a systematic planning process, that include strategies aimed at the prevention of, and education about, potential incidents involving crime and violence on school campuses.

The historical requirement of the Comprehensive School Safety Plan was presented in Senate Bill 187, which was approved by the Governor and chaptered in 1997. This legislation contained a sunset clause that stated that this legislation would remain in effect only until January 1, 2000. Senate Bill 334 was approved and chaptered in 1999 and perpetuated this legislation under the requirement of the initial legislation.

Comprehensive School Safety Plans are required under SB 719 & AB 115 and contains the following elements:

- Assessment of school crime committed on school campuses and at school-related functions
- Child abuse reporting procedures
- Disaster procedures
- Suspension and expulsion policies
- Procedures to notify teachers of dangerous pupils
- Discrimination and harassment policies
- School wide dress code policies
- Procedures for safe ingress and egress
- Policies enacted to maintain a safe and orderly environment
- Rules and procedures on school discipline
- Hate crime reporting procedures

The Comprehensive School Safety Plan will be reviewed and updated by March 1st every year. In July of every year, the school will report on the status of its school safety plan including a description of its key elements in the annual school accountability report card.

A copy (electronic or paper) of the Comprehensive School Safety Plan is provided yearly to the following:

- School staff
- Parents
- After-school program staff
- Oxnard Police Department
- Oxnard Fire Department
- Early Childhood Education staff
- Volunteer Coaches

A copy of the Comprehensive School Safety Plan is available for review online at www.oxnardsd.org or in the Juan Lagunas Soria School's office.

COVID-19 PANDEMIC INFORMATION FOR 2022 – 2023 SCHOOL YEAR

For the most up-to-date information concerning our COVID-19 protocols, feel free to visit the following websites:

Oxnard School District @ www.oxnardsd.org

Ventura County Department of Public Health @ www.vhca.org
Center for Disease Control and Prevention @ www.cdc.gov

Safety Plan Vision

Student safety is a top priority at Juan Lagunas Soria School. School staff are committed to providing a safe, positive, and academically stimulating environment where students can experience and achieve school success.

Components of the Comprehensive School Safety Plan (EC 32281)

Juan Lagunas Soria School Safety Committee

Lauren Halko (Principal), Deicy Ramirez (Assistant Principal), Naomi Aguilera (Office Manager), Sonia Nava (Outreach Specialist), Alicia Serrato (Attendance Technician), Jeannette Ramirez (Intermediate School Secretary), Lorri Peterson (Teacher), Kelley Elrod (Teacher), GinaMarie Alvarez (Teacher), Armando Alvarado (Teacher), John Guillen (Teacher), Kimberlee Ramirez (School Counselor), Police Department Representative, and Fire Department Representative.

Assessment of School Safety

The site monitors closely Office Referrals, Attendance Rates, Suspensions/Expulsions Data, and the Panorama Survey to assure that there continue to be improvements in students' behavior and overall school climate. Findings are shared with all stakeholders including faculty, staff, parents and the overall community. Meetings are scheduled during the school year to present school safety information to all stakeholders in order to gather their input and feedback. These meetings include SSC, ELAC, PTA, Staff Meetings, and the PBIS committee meetings.

District Risk Management conducts a safety inspection of the campus each year. A report is submitted and necessary changes are made.

The Lead custodian and the School Principal conduct a monthly safety inspection and submit a report to the District Office.

Any safety issues are reported by staff to the school site administration. Safety issues are handled by the lead custodian or through work orders to the District Office.

The Safety Committee reviewed and discussed procedures to be followed by staff and students during emergencies.

Monthly drills, evaluation of monthly drills, and an end-of-the-year self-evaluation are conducted in collaboration with the Oxnard Police Department.

The Oxnard Police Department periodically visits the school during the morning and dismissal hours and gives input into the safety protocols for dropping off and picking up students.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

The following strategies and programs are consistent with California educational code 32281 and reflect the school's commitment to safety within the following areas:

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

Each employee has been properly trained on Child Abuse Reporting Procedures, the timeline to report, and the procedures for providing information to the school office manager, principal and Oxnard School District Superintendent.

GENERAL

As stated in the Board Policy (BP 5141.4), "District employees shall report known or suspected incidence of child abuse in accordance with district regulations and state law. Employees shall fully cooperate with the child protective agencies responsible for reporting, investigating and prosecuting cases of child abuse."

When an employee suspects child abuse, the employee shall immediately meet and discuss the situation with a school counselor or an administrator. Information will be noted (name of person making report, name of child, present location of child, nature and extent of injury, and all other pertinent information.) At that time the counselor or administrator will assist the employee in making a call to Children and Family Services (654-3200) or the local Police Department (Oxnard 385-7600, Sheriff's Dept. 654-2311). The counselor or administrator will make note of time, date and name of official contacted. The employee will then complete and mail the required written report to the local Children and Family services agency. The counselor or assistant principal will notify the principal.

Employees (mandated reporters) have absolute immunity and are not liable for filing a required report. If a mandated reporter does not wish to disclose his/her identity to a district administrator, he/she shall at least provide or mail a copy of the written report to the district without his/her signature or name after making the required call to Children and Family Services or appropriate law enforcement agency. Mandated reports of sexual activity must be reported to either the Department of Children and Family Services (DCFS) or to the appropriate police jurisdiction. This information will then be cross-reported to the other legal agency.

School manager either mails or faxes over the completed abuse form to CFS within 36 hours of the report. School office manager gives a copy to principal and to the Oxnard School District Superintendent.

SEXUAL ACTIVITY

Child abuse laws change from time to time. Should you suspect that a student is engaged in unlawful sexual activity, please consult with the school social worker and campus officer to determine if particular provisions under this section are current and in effect.

- a. Involuntary sexual activity is always reportable.
- b. Incest, even if voluntary, is always reportable. Incest is a marriage or act of intercourse between parents and children; ancestors and descendants of every degree; brothers and sisters of half and whole blood and uncles and nieces or aunts and nephews. (Family Code §2200).
- c. Voluntary Sexual Activity may or may not be reportable. Even if the behavior is voluntary, there are circumstances where the behavior is abusive, either by Penal Code definition or because of an exploitative relationship, then this behavior must be reported. If there is reasonable suspicion of sexual abuse prior to the consensual activity, the abuse must be reported.

Reportable Sexual Activity if a Child is 14 Years of Age and:

- a. Partner is younger than 14 years old, but there is a disparity in chronological or maturational age or indications of intimidation, coercion or bribery or other indications of an exploitative relationship.
- b. Partner is 14 years or older lewd & lascivious acts committed by a partner of any age partner is alleged spouse and over 14 years of age.

Reportable Sexual Activity if the Child is 14 or 15 years and:

- a. There is unlawful sexual intercourse with a partner older than 14 but less than 21 years of age and there is no indication of abuse or evidence of an exploitative relationship. There is unlawful sexual intercourse with a partner older than 21 years
- b. There is lewd and lascivious acts committed by a partner more than 10 years older than the child is.
- c. The partner is the alleged spouse and over 21 years of age

Reportable Sexual Activity if the Child is 16 or 17 years and:

- a. The partner is less than 14 years of age
- b. There is unlawful sexual intercourse with a partner older than 14 and there is evidence of an exploitative relationship
- c. The partner is the alleged spouse and there is evidence of an exploitative relationship

Reportable Sexual Activity if the Child is under 18 years:

- a. Sodomy, oral copulation, penetration of a genital or anal opening by a foreign object, even if consensual, with a partner of any age.

Not Reportable Sexual Activity:

- a. Child is 14 years or younger and partner is younger than 14 years and of similar age or maturational age. Sexual behavior is voluntary and consensual. There are no indications of intimidation, coercion, bribery, or other indications of an exploitative relationship.
- b. Unlawful sexual intercourse of a child 14 to 15-years old with a partner older than 14 and less than 21 years of age and there is no indication of abuse or evidence of an exploitative relationship.
- c. Unlawful sexual intercourse with a child 16 or 17 years with a partner older than 14 and there is no indication of an exploitative relationship.

Mandated reports of sexual activity must be reported to either the Department of Children and Family Services (DCFS) or to the appropriate police jurisdiction. This information will then be cross-reported to the other legal agency.

STAFF TRAINING

All Oxnard School District staff who work with students are trained annually in regard to child abuse. New employees are trained upon being hired. Employees receive training on their legal obligation under law regarding mandated reporting. Employees also receive training to recognize signs and symptoms of child abuse.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

GENERAL

This Plan addresses the Oxnard School District's responsibilities in emergencies associated with natural disaster, human-caused emergencies and technological incidents. It provides a framework for coordination of response and recovery efforts within the District in coordination and with local, State, and Federal agencies. The Plan establishes an emergency organization to direct and control operations at all sites during a period of emergency by assigning responsibilities to specific personnel. This Plan:

- Conforms to the Federally mandated National Incident Management System (NIMS), State mandated Standardized Emergency Management System (SEMS) and effectively restructures emergency response at all levels in compliance with the Incident Command System (ICS).
- Establishes response policies and procedures, providing Oxnard School District clear guidance for planning purposes.
- Describes and details procedural steps necessary to protect lives and property.
- Outlines coordination requirements.
- Provides a basis for unified training and response exercises to ensure compliance.

OBJECTIVES

- Protect the safety and welfare of students, employees and staff.
- Provide for a safe and coordinated response to emergencies.
- Protect the District's facilities and properties.
- Enable the District to restore normal conditions with minimal confusion in the shortest time possible.
- Provide for interface and coordination between sites and the District Emergency Operations Center (EOC).
- Provide for interface and coordination between sites and the County or city EOC in which they reside.
- Provide for the orderly conversion of pre-designated District sites to American Red Cross shelters, when necessary.

Schools are required by both federal statute and state regulation to be available for shelters following a disaster. The American Red Cross (ARC) has access to schools in damaged areas to set up their mass care facilities, and local governments have a right to use schools for the same purposes. This requires close cooperation between school officials and ARC or local government Representatives, and should be planned and arranged for in advance.

In an Emergency Building Evacuation, all employees will:

- Upon emergency alert, secure work area and depart/report to assigned area.
- Perform duties as pre-assigned by the Principal in cooperation with emergency services personnel.
- DO NOT re-enter the building without permission or request of emergency service authorities.
- Remain in the general assembly areas and calm students if not assigned another duty.
- When signaled to re-enter safe areas of the school, quickly do so.
- Upon safe re-entry, report anything amiss to the Operations Chief.

In an Emergency Building Evacuation, teachers will also:

- Upon alert, assemble students for evacuation using designated routes and account for all students.
- Secure room.
- If possible, leave a note on the door advising where the class evacuated to if other than the standard assembly area.
- Upon arrival at the assembly area, account for all students.
- Secure medical treatment for injured students.
- Report any students missing or left behind because of serious injuries.
- Stay with and calm students.
- If signaled to re-enter school, assure students do so quickly and calmly.
- Account for all students.
- Check room and report anything amiss to the Team Leader and/or Operations Chief.
- Debrief students to calm fears about the evacuation.

In an Emergency Campus Evacuation:

If it is necessary to evacuate the entire campus to another school or relief center, the Principal will:

- Notify the Superintendent of the Campus Evacuation.
- Cooperate with emergency authorities in enlisting students/staff with cars to help transport evacuees.

- Direct the evacuation, assure all students/staff are accounted for as they depart and arrive.

Dismissal of students from the school shall be governed by the emergency procedures outlined in this procedure guide and consistent with the Initial Response System. However, this policy does not preclude the exercise of professional judgment by an administrator when the circumstances of the situation indicate dismissal to be in the best interest of the student.

- Each teacher MUST KEEP THE REGISTER OR ENROLLMENT SHEET OF PUPILS READILY AVAILABLE AT ALL TIMES. The teacher will remain with students until directed otherwise.
- In the absence of orders from the superintendent, each school principal is authorized and directed to implement plans as described herein or take such other action as may be necessary to save lives and mitigate the effects of disasters.
- During an emergency period or condition created by disaster, occurrence students may only be released to parent, guardian or other adult specified on the Emergency Data Card. THERE SHALL BE NO EXCEPTIONS TO THIS POLICY.

Emergency Announcements will be provided on the following radio stations:

AM Radio Stations:

KTNQ-AM 1020 "Univision America" Spanish
 KNX-AM 1070 "KNX 1070 Newsradio"
 KUNX-AM 1400 "La Super X" Spanish
 KKZZ-AM 1520 "La Voz" Spanish
 KVTA- AM 1590 "Ventura's Talk Authority"

FM Radio Stations:

KCRU-FM 89.1 "Public Radio for Southern California"
 KIND-FM 94.1 "Radio Indigena 94.1" Spanish / Mixteco
 KXLM-FM 102.9 "Radio Lazer 102.9 FM" Spanish

CALIFORNIA EMERGENCY SERVICES ACT (CHAPTER 7, DIVISION 1, TITLE 2, CALIFORNIA GOVERNMENT CODE)

The Act provides the basic authorities for conducting emergency operations following a proclamation of Local Emergency, State of Emergency, or State of War Emergency by the Governor and/or appropriate local authorities, consistent with the provisions of this Act.

CALIFORNIA GOVERNMENT CODE, SECTION 3100, TITLE 1, DIVISION 4, CHAPTER 4.

States that public employees are disaster service workers, subject to such disaster service activities as may be assigned to them by their superiors or by law. The term "public employees" includes all persons employed by the state or any county, city, city and county, state agency or public district, excluding aliens legally employed.

The law applies to public school employees in the following cases:

- When a local emergency is proclaimed.
- When a state of emergency is proclaimed.
- When a federal disaster declaration is made.

The law has two ramifications for School District employees:

1. It is likely that public school employees are pressed into service as Disaster Service Workers by their superiors, and may be asked to do jobs other than their usual duties for periods exceeding their normal working hours.
2. When pressed into disaster service, employees' Workers' Compensation Coverage becomes the responsibility of state government (OES), but their overtime pay is paid by the school. These circumstances apply only when a local or state emergency is declared. States that (the Governor's Office of Emergency Services has stated) inadequately trained school staff render school officials potentially liable for acts committed or omitted by school staff acting within the scope of their training during or after a disaster. (Sub Sections 835-840.6). It requires that school districts be prepared to respond to emergencies using SEMS. (Section 8607, the Petris Bill).

CALIFORNIA CIVIL CODE, CHAPTER 9, SECTION 1799.102

It provides for "Good Samaritan Liability" for those providing emergency care at the scene of an emergency. ("No person, who, in good faith and not for compensation, renders emergency care at the scene of an emergency, shall be liable for any civil damages

resulting from any act or omission. The scene of an emergency shall not include emergency departments and other places where medical care is usually offered.")

PUBLIC AGENCY USE OF SCHOOL BUILDINGS FOR EMERGENCY SHELTERS

Procedures are in place to allow a public agency, including the American Red Cross, to use school buildings, grounds, and equipment for mass care and welfare shelters during disasters or other emergencies affecting the public health and welfare. The district or county office shall cooperate with the public agency in furnishing and maintaining the services as the district or county office may deem necessary to meet the needs of the community.

AFTER SCHOOL PROGRAM

The after-school program staff is trained annually in regard to disaster response. The District maintains a full-time After School Program Manager, who oversees safety training and disaster preparedness for the program. The After School Program Manager ensures that the following safety components are addressed within the after-school program environment:

- Elements of a safe and orderly environment
- Emergency evacuation procedures
- Student release procedures
- Incident Command Team responsibilities
- Child abuse reporting
- Rules, expectations and consequences
- Non-discrimination and harassment reporting

TRAINING

All staff are trained annually in regard to disaster procedures within the Comprehensive School Safety Plan and the District's Emergency Operations Plan. The school conducts monthly safety drills for fire and earthquake. The school also conducts a lockdown security drill at a minimum of once yearly within the first month of school under the direction of the School Resource Officer.

FOR DISASTER PLAN PROTOCOLS AND PROCEDURES (SEE APPENDICES).

(C) School Suspension, Expulsion and Mandatory Expulsion Guidelines

Administration follows district guidelines as set by Pupil Services for suspension, expulsion and mandatory expulsion procedures.

The Oxnard School District Governing Board has established policies and standards of behavior in order to promote learning and protect the safety and well-being of all students. When these policies and standards are violated, it may be necessary to suspend or expel a student from regular classroom instruction.

Except where suspension for a first offense is warranted in accordance with law, suspension shall be imposed only when other means of correction fail to bring about proper conduct. (Education Code 48900.5)

Expulsion is an action taken by the Board for severe or prolonged breaches of discipline by a student. Except for single acts of a grave nature, expulsion is used only when there is a history of misconduct, when other forms of discipline, including suspension, have failed to bring about proper conduct, or when the student's presence causes a continuing danger to himself/herself or others. (Education Code 48915)

The grounds for suspension and expulsion and the procedures for considering, recommending and/or implementing suspension and expulsion shall be specified in administrative regulation.

Suspended or expelled students shall be excluded from all school-related extracurricular activities during the suspension or expulsion.

STUDENT DUE PROCESS

The board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices and appeals as specified in administrative regulation and law. (Education Code 48911, 48915, 48915.5)

ALTERNATIVES TO SUSPENSION / OPTIONS

All schools within the Oxnard School District may establish a suspension program, which involves progressive discipline during the school day on campus, conferences, detention, student study team, referral to support services staff and/or other resources including District.

REQUIRED PARENTAL ATTENDANCE

The teacher of the class from which the student was suspended may require the parent/caregiver to attend a portion of a school day in the classroom in coordination with the principal and in accordance with all related policies/regulations for implementing this school suspension option.

DEFINITIONS

Suspension from school means removal of a student from ongoing instruction for adjustment purposes.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision of school personnel.

NOTICE OF REGULATIONS

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension and expulsion. Transfer students and their parents/guardians shall be notified at the time of enrollment. (Education Code 35291.5, 48900.1, 48980)

Notification shall include information about the availability of individual school rules and all district policies and regulations pertaining to student discipline. (Education Code 35291)

GROUND FORS SUSPENSION AND EXPULSION

Students may be subject to suspension or expulsion for committing any of the acts listed below:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
- (2) Willfully used force or violence upon the person of another, except in self-defense.
- b) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
- c) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
- d) Offered, arranged, or negotiated to sell any controlled substance, alcoholic beverage or intoxicant of any kind, and then either sold, delivered or otherwise furnished anything in lieu of it and represented the replacement as a controlled substance, alcohol, intoxicant, or representation of items thereof..
- e) Committed or attempted to commit robbery or extortion.
- f) Caused or attempted to cause damage to school property or private property.
- g) Stole or attempted to steal school property or private property.
- h) Possessed or used tobacco, or tobacco products.
- i) Committed an obscene act or engaged in habitual profanity or vulgarity.
- j) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
- l) Knowingly received stolen school property or private property.
- m) Possessed an imitation firearm.
- n) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
- o) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
- p) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
- r) Engaged in an act of bullying. For purposes of this subdivision, the following terms have the following meanings:
 - (1) "Bullying" means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, and including one or more acts committed by a pupil or group of pupils as defined in Section 48900.2, 48900.3, or 48900.4, directed toward one or more pupils that has or can be reasonably predicted to have the effect of one or more of the following:
 - (A) Placing a reasonable pupil or pupils in fear of harm to that pupil's or those pupils' person or property.
 - (B) Causing a reasonable pupil to experience a substantially detrimental effect on his or her physical or mental health.
 - (C) Causing a reasonable pupil to experience substantial interference with his or her academic performance.
 - (D) Causing a reasonable pupil to experience substantial interference with his or her ability to participate in or benefit from the services, activities, or privileges provided by a school.
 - (2) (A) "Electronic act" means the transmission, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication.
 - (i) A message, text, sound, or image.
 - (ii) A post on a social network Internet Web site including, but not limited to:

- (I) Posting to or creating a burn page. "Burn page" means an Internet Web site created for the purpose of having one or more of the effects listed in paragraph (1).
- (II) Creating a credible impersonation of another actual pupil for the purpose of having one or more of the effects listed in paragraph (1). "Credible impersonation" means to knowingly and without consent impersonate a pupil for the purpose of bullying the pupil and such that another pupil would reasonably believe, or has reasonably believed, that the pupil was or is the pupil who was impersonated.
- (III) Creating a false profile for the purpose of having one or more of the effects listed in paragraph (1). "False profile" means a profile of a fictitious pupil or a profile using the likeness or attributes of an actual pupil other than the pupil who created the false profile.

(B) Notwithstanding paragraph (1) and subparagraph (A), an electronic act shall not constitute pervasive conduct solely on the basis that it has been transmitted on the Internet or is currently posted on the Internet.

(3) "Reasonable pupil" means a pupil, including, but not limited to, an exceptional needs pupil, who exercises average care, skill, and judgment in conduct for a person of his or her age, or for a person of his or her age with his or her exceptional needs

s) Aided or abetted the infliction or attempted infliction of physical injury.

E.C. 48900.5 Pupil's presence causes a danger to persons or property or threatens to disrupt the instructional process.

E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

The following three (3) violations apply to pupils in grades 4 through 12:

E.C. 48900.2 Committed sexual harassment as defined in section 212.5 of the California Education Code.

E.C. 48900.3 Caused, attempted to cause, threatened to cause, or participated in an act of hate violence.

E.C. 48900.4 Engaged in harassment, threats, or intimidation against school district personnel or pupils

MANDATORY RECOMMENDATION FOR EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be in violation of Education Code 48915(a)(1), unless the principal determines that alternative means of correction would address the conduct.

(a)(1)(A) Causing serious physical injury to another person, except in self-defense.

(a)(1)(B) Possession of a knife, or other dangerous object of no reasonable use to the pupil.

(a)(1)(C) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).

(a)(1)(D) Robbery or extortion.

(a)(1)(E) Assault or battery upon any school employee.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be in violation of Education Code 48915(c). Upon finding that the student committed any of these acts, the Board shall expel the student.

1. Possessing, as verified by a district employee, or selling or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee with the principal or designee's concurrence. (Education Code 48915 (c) (5))

2. Brandishing a knife as defined in Education Code 48915(g) at another person.

3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053 – 11058.

4. Committing or attempting to commit a sexual assault.

5. Possession of an explosive.

NOTIFICATIONS TO LAW ENFORCEMENT AUTHORITIES

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts, which may involve the possession or sale of narcotics or of a controlled substance, or possession of weapons or firearms in violation of Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c)

or (d), relating to the possession, use, offering or sale of controlled substances, alcohol or intoxicants of any kind. (Education Code 48902)

PRINCIPAL'S DISCRETION IN RECOMMENDING EXPULSION

Discretion: Ability to make responsible decisions using individual choice or judgment. The school principal, in most all-disciplinary incidents, has "latitude of choice within certain legal bounds." When serious violation of school rules occurs, it is wise to consult with the district office before rendering a decision. Responsible decisions take into account the totality of circumstances, including the welfare of the child, the safety of others, appropriateness of consequences and predicted future behavior.

BULLYING

CALIFORNIA STATE LAW REGARDING BULLYING

Right to Safe Schools. All students and staff of public primary, elementary, junior high, senior high schools, and community colleges, colleges, and universities have the inalienable right to attend campuses which are safe, secure and peaceful.

AB 9 – Seth's Law

Requires schools to establish policies to prevent bullying and to address and be responsive to complaints about bullying.

- Requires school districts to include in its non-discrimination policy a detailed list where discrimination, harassment, intimidation, and bullying are prohibited under existing law—actual or perceived sexual orientation, gender, gender identity expression, race or ethnicity, nationality, religion, disability, or association with a person or group with one or more of these actual or perceived characteristics.
- Requires each school districts non-discrimination policy to describe the district's procedure for addressing discrimination and harassment complaints; and be publicized in places for student and parental access.
- School districts are to strengthen professional development curricula for teachers, school counselors, and administrators with instruction on identifying and stopping discrimination and harassment and creating a school-wide culture of inclusion and respect for differences.

AB 746 - Cyber bullying.

Existing law, the Interagency School Safety Demonstration Act of 1985, defines bullying as one or more acts of sexual harassment, hate violence, or intentional harassment, threats, or intimidation, directed against school district personnel or pupils, committed by a pupil or group of pupils. Under existing law, bullying, including bullying committed by means of an electronic act, as defined, is a ground on which suspension or expulsion may be based. This bill would specify that an electronic act for purposes of the act includes a post on a social network Internet Web site.

AB 1156 – Bullying In Schools

Redefines California anti-bullying law by expanding the definition of bullying and linking it to academic achievement. It will also strengthen policies and procedures to reduce bullying in schools and keep students safe.

- Requires training of school site personnel in the prevention of bullying
- Links bullying to academic achievement
- Gives victims of bullying priority for school transfer, if requested
- Encourages school districts and county offices of education to include policies and procedures on the prevention of bullying in the school safety plan

OXNARD SCHOOL DISTRICT BOARD POLICY 5131.2

Bullying

The Board of Trustees recognizes the harmful effects of bullying on student learning and school attendance and desires to provide safe school environments that protect students from physical and emotional harm. District employees shall establish student safety as a high priority and shall not tolerate bullying of any student.

No student or group of students shall, through physical, written, verbal, or other means, harass, sexually harass, threaten, intimidate, cyberbully, cause bodily injury to, or commit hate violence against any other student or school personnel.

Cyberbullying includes the transmission of harassing communications, direct threats, or other harmful texts, sounds, or images on the Internet, social media, or other technologies using a telephone, computer, or any wireless communication device. Cyberbullying also includes breaking into another person's electronic account and assuming that person's identity in order to damage that person's reputation.

Strategies for bullying prevention and intervention shall be developed with involvement of key stakeholders in accordance with law, Board policy, and administrative regulation governing the development of comprehensive safety plans and shall be incorporated into such plans.

Bullying Prevention

To the extent possible, district and school strategies shall focus on prevention of bullying by establishing clear rules for student conduct and strategies to establish a positive, collaborative school climate. Students shall be informed, through student handbooks and other appropriate means, of district and school rules related to bullying, mechanisms available for reporting incidents or threats, and the consequences for perpetrators of bullying.

The district may provide students with instruction, in the classroom or other educational settings, that promotes effective communication and conflict resolution skills, social skills, character/values education, respect for cultural and individual differences, self-esteem development, assertiveness skills, and appropriate online behavior.

School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies.

Based on an assessment of bullying incidents at school, the Superintendent or designee may increase supervision and security in areas where bullying most often occurs, such as classrooms, playgrounds, hallways, restrooms, and cafeterias.

Intervention

Students are encouraged to notify school staff when they are being bullied or suspect that another student is being victimized. In addition, the Superintendent or designee shall develop means for students to report threats or incidents confidentially and anonymously.

School staff who witness bullying shall immediately intervene to stop the incident when it is safe to do so. (Education Code 234.1)

When appropriate, the Superintendent or designee shall notify the parents/guardians of victims and perpetrators. He/she also may involve school counselors, mental health counselors, and/or law enforcement.

Complaints Procedures

The Board hereby designates the following position to handle complaints regarding bullying and inquiries regarding the district's bullying policies:

Assistant Superintendent, Human Resources and Support Services
1051 South A Street
Oxnard, CA 93030
(805) 385-1501 ext. 2050

Any student who feels that he/she has been subjected to bullying should immediately contact the Coordinator, the principal, or any other staff member. Any student or school employee who observes an incident of bullying should report the incident to the Coordinator or principal, whether or not the victim files a complaint.

Upon receiving a complaint of bullying, the Coordinator shall immediately investigate the complaint in accordance with site-level complaint procedures specified in AR 1312.3- Uniform Complaint Procedures.

The Superintendent or designee shall ensure that the student handbook clearly describes the district's bullying policy, procedures for filing a complaint regarding bullying, and the resources that are available to students who feel that they have been the victim of bullying. The district's policy may also be posted on the district website or any other location that is easily accessible to students.

When a student is reported to be engaging in bullying off campus, the Assistant Superintendent or designee shall investigate and document the activity and shall identify specific facts or circumstances that explain the impact or potential impact on school activity, school attendance, or the targeted student's educational performance.

When the circumstances involve cyberbullying, individuals with information about the activity shall be encouraged to save and print any electronic or digital messages that they feel constitute cyberbullying and to notify a teacher, the principal, or other employee so that the matter may be investigated.

When a student uses a social networking site or service to bully or harass another student, the Assistant Superintendent or designee shall file a request with the networking site or service to suspend the privileges of the student and to have the material removed.

Discipline

Any student who engages in bullying on school premises, or off campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline, which may include suspension or expulsion, in accordance with district policies and regulations. Alternative means of correction will be considered where appropriate, as required by Education Code section 48900.5

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Teachers were informed at the beginning of the school year of dangerous pupils (K-8). Teachers and campus supervisors are informed of suspensions of students and their return date to ensure a closed and safe campus.

Oxnard School District will dutifully notify teachers of students who are identified as dangerous in accordance with California Education Code 49079.

- (a) A school district shall inform the teacher of each pupil who has engaged in, or is reasonably suspected to have engaged in, any of the acts described in any of the subdivisions, except subdivision (h), of Section 48900 or in Section 48900.2, 48900.3, 48900.4, or 48900.7 or Section 48915 that the pupil engaged in, or is reasonably suspected to have engaged in, those acts. The district shall provide the information to the teacher based upon any records that the district maintains in its ordinary course of business, or receives from a law enforcement agency, regarding a pupil described in this section.
- (b) A school district, or school district officer or employee, is not civilly or criminally liable for providing information under this section unless it is proven that the information was false and that the district or district officer or employee knew or should have known that the information was false, or the information was provided with a reckless disregard for its truth or falsity.
- (c) An officer or employee of a school district who knowingly fails to provide information about a pupil who has engaged in, or who is reasonably suspected to have engaged in, the acts referred to in subdivision a is guilty of a misdemeanor, which is punishable by confinement in the county jail for a period not to exceed six months, or by a fine not to exceed one thousand dollars (\$1,000), or both.
- (d) For the 1994-95 school year, the information provided shall be from the previous two school years. For the 1996-97 school year and each school year thereafter, the information provided shall be from the previous three school years.
- (e) Any information received by a teacher pursuant to this section shall be received in confidence for the limited purpose for which it was provided and shall not be further disseminated by the teacher.

(E) Sexual Harassment Policies (EC 212.6 [b])

Each employee has been trained by the District Office Human Resources Department of Sexual Harassment Policies. Employees are to inform administration of suspected sexual harassment when experienced personally or when witnessed within the school environment.

Sexual harassment of any student by any employee, student or other person at school or at any school-related activity is prohibited. The principal and school staff will ensure that students receive age appropriate information related to sexual harassment. Students must be assured that they need not endure any form of sexual conduct or communication, including harassment because of sexual orientation. They must further be assured that they need not endure, for any reason, any harassment that impairs their educational environment or emotional well-being at school. They must be informed that they should immediately contact the principal or a trusted staff member if they feel they are being harassed.

School Suspension & Expulsion/Due Process: Any student who engages in the sexual harassment of anyone at school or a school-related activity shall be subject to disciplinary action up to and including expulsion for all the schools of the Oxnard School District.

Failure to Report: Any employee who engages in, permits or fails to report sexual harassment shall be subject to disciplinary action up to and including dismissal. In addition, criminal or civil charges may be brought against the alleged harasser; sexual harassment also may be considered a violation of laws relating to child abuse.

School Reporting Procedure: Staff must immediately report complaints of sexual harassment to the principal or to the Assistant Superintendent of Human Resources at (805) 486-3408. Staff shall similarly report any such incidents they may observe, even if the harassed student has not complained.

District Complaint Procedure: If a situation involving sexual harassment is not promptly investigated and remedied by the principal or designee, a complaint of harassment may be filed in accordance with the district's uniform complaint procedures or procedures for complaints concerning district employees. The Superintendent or Assistant Superintendent, Human Resources, shall determine which procedure is appropriate.

Prohibition Against Retaliatory Behavior: The Oxnard School District prohibits retaliatory behavior against any complainant or any participant in the complaint process. Information related to a complaint of sexual harassment shall be confidential to the extent possible, and individuals involved in the investigation of such a complaint shall not discuss related information outside the investigation process.

(F) School-wide Dress Code Relating to Gang-Related Apparel (EC 35183)

All students will be held to the Juan Lagunas Soria School Dress Policy. Students who violate the dress policy will be requested to fix inappropriate clothing by changing into appropriate clothing. Students can call parents/guardians to have proper clothing items brought to school and change, to adhere to the school's dress code policy.

Gang-Related apparel is defined as apparel that reasonably could be determined to threaten the health and safety of the school environment if it were worn or displayed on a school campus.

California Education Code Title V. Section 302: A pupil, who goes to school without proper attention having been given to personal cleanliness or neatness of dress, may be sent home to be properly prepared for school, or shall be required to prepare himself for the school campus before entering.

Students may not wear clothing or hairstyles that will be disruptive to the educational process both on and off campus.

School dress codes are regularly reviewed by the School Site Council and/or School Safety Committee following these board of education policies.

The following will be strictly adhered to:

Juan Soria students should dress in clothing, footwear and accessories that promote and maintain a serious, academically-oriented school atmosphere. Dress or appearance should not disrupt the education of others. Clothing should not disrupt the flow of the classroom or school activities. Students who violate dress code will be told to change. Repetitive dress code violations will result in disciplinary action.

Juan Soria School does not allow the following:

1. Backless footwear, flip flops, slippers, or sandals
2. Exposed undergarments
3. Clothing or jewelry deemed provocative, disruptive or hazardous to the health or safety of the wearer.
4. Baggy, sagging, torn pants or shorts
5. Clothing, jewelry, and personal items with obscene or offensive drawings, and writing or pictures depicting alcohol, drugs, sex, racism, or violence
6. Gang-related apparel of any kind
7. Halter tops, crop tops, or spaghetti straps
8. Shorts or skirts above the mid-thigh

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

The Safety Committee continuously assesses the needs of the school in regards to safe ingress and egress of students and staff. Working collaboratively with all stakeholders, parent concerns and ideas are considered when making any changes to improve student/campus safety.

Parents/Guardians are asked to provide emergency contact information for their children at the beginning of the year, and are asked to make updates as soon as possible when contact information changes.

Parents/Guardians are responsible to provide the school with legal/custodial paperwork regarding a student. The legal documents are attached to the students' emergency cards and will be followed accordingly.

PLEASE NOTE: All information in this section may change due to COVID-19 restrictions and safety precautions.

SCHOOL HOURS

- The regular instructional day for students is from 8:40 am - 2:02 pm (Kindergarten), 8:40am - 2:55 pm (Grades 1-5) and 8:35am - 3:09pm (Grades 6-8).
- Parents dropping students off at school should be aware that playground supervision is not available before 8:00 am. School office hours are 7:30 am - 4:00 pm daily.
- Once arriving at school, students are to immediately come onto the campus and move to the Multi-Purpose Room or the blacktop/playground area.
- Under no circumstances are students to leave to pick up friends, go to locations other than the school campus, or loiter outside campus gates.
- Students not participating in after-school activities are to leave campus immediately by walking or riding a bus. Students waiting for rides home via automobile need to wait in the designated pickup area.
- Loitering is prohibited. Students who fail to adhere to this rule will be subject to disciplinary action.
- Crossing guards are present between the parking lot and the flag pole gate at arrival and at dismissal.
- During dismissal, one crossing guard is present at Dunkirk St. (Flagpole Area).

DISMISSAL

- Students will be dismissed through various exits depending on their grade level; Kindergarten will exit through the Kinder playground, 1st through 2nd grades will exit through the Dunkirk gates and 3rd through 8th grades will be dismissed through the playground gates.
- Siblings in different grade levels will be allowed to wait for each other on the supervised blacktop area.
- Students who have not been picked up fifteen minutes after their dismissal time will be asked to wait inside the front office until an authorized person comes to pick them up.
- All exit gates will be closed at 3:20 pm. Anyone picking up a student after that time must stop by the front office to sign out the student following the established protocol.
- Students will not be allowed to wait on Fifth St. or the City Park adjacent to Soria School.

BEFORE SCHOOL DROP OFF/AFTER SCHOOL PICK UP

- The front parking lot has a designated drop-off area and through traffic zone. This area is monitored and supervised by classified staff, certificated, and/or administrative staff.
- Parents may park in the front lot to walk student(s) onto the site. Parents should follow this same procedure at the end of the school day to pick up their child.
- Students should walk on the sidewalk and within the crosswalk area.
- Kindergarten parents are asked to drop off their child at the Kindergarten playground entrance.
- 1st – 8th-grade students can be dropped off in the parking lot and playground entrance.
- Students riding their bicycles, skateboards, or scooters to school must lock them up in the appropriate racks. Skateboards, bicycles, and scooters are not allowed on campus.
- Drop off and Pick up procedures are shared in assemblies and with the parents at parent meetings. Safety issues are also shared with parents through the Blackboard phone messaging system.

CLOSED CAMPUS

- Juan Lagunas Soria School is a closed campus. All gates which provide access to the classrooms and other rooms, except the main office, remain locked during regular school hours.

- Staff continuously monitor the safety of all students upon arrival and dismissal from school, including at the bus stops, and throughout the school day, following established routines and procedures.
- Students must stay on campus from the time of arrival in the morning, during lunch, and after school while waiting for pick up or the bus.
- All visitors (including parents) are asked to sign in and pick up a visitor's badge in the front office before entering campus. This includes parents/guardians when dropping off or picking up students.
- Visitors without a proper badge will be re-directed to the front office to adhere to check-in procedures.

LEAVING EARLY

- Students may leave campus prior to dismissal; if parents/guardians or persons designated by parents/guardians (are on the emergency card) pick up students from school.
- Under no circumstances should a student leave campus without permission. Parents/Guardians must check in at the office in order to pick up students who are leaving campus for appointments.
- Only parents and guardians listed on the emergency card with an ID can sign out for a student leaving campus.
- Persons picking up students during the day must present a valid ID, be 18 years of age, note on the emergency contact information, and sign the student(s) out in the front office.

TARDY / LATE POLICY

- If the student arrives after the tardy bell, the student must check into the front office prior to going into the classroom.
- An "excused late" will be assigned when parents have called or come into the school with a valid excuse such as a doctor or dentist's appointment.
- When a student is habitually late to school (more than 3 times), parents will be contacted to meet with the principal/principal designee, attendance tech, and/or outreach specialist.
- Truant Tardy is when students arrive at school 30 minutes late. When a student is determined to have a truant tardy, he/she will be assigned lunch detention, and be placed on an attendance contract.

EXCUSED ABSENCES

- When a student is absent, the Parent/Guardian needs to notify the school through a written note or phone call to the front office within 72 hours of the absence.
- Excused absences include illness, medical/dental appointments, court appearances (for students), religious observations, or the death of an immediate family member. All other absences are considered unexcused. State law does not provide any financial assistance to schools when students are absent for any reason, including excused absences.
- Truancies, which are UNEXCUSED absences, unknown to parents or guardians may be subject to disciplinary action.

RETURNING AFTER AN ABSENCE

1. Bring a dated note from parent(s) stating the reason for the absence, with your name, grade, date of absence, and parent's signature.
2. Take the note to the Attendance Tech prior to 8:30 am to avoid being late for class.
3. Receive a readmit slip.
4. If a student leaves school early, a readmit slip must be picked up the following morning.

TRUANCIES (UNEXCUSED ABSENCES)

- If a student is habitually late or absent from school, various measures may be taken including detention, an alternate school placement, and referral to SARB (School Attendance Review Board).
- Truancy is a violation of the California Education Code and includes consequences ranging from requiring parents to attend parenting classes to fines levied to parents.

The following are considered truancies:

1. Being absent from school without the knowledge and consent of the parent/guardian/school.
2. Leaving school grounds during the day without permission.
3. Staying out of class without permission.

The following are considered truancies:

1. Being absent from school without the knowledge and consent of the parent/school.
2. Leaving the school grounds during the day without permission.
3. Staying out of class without permission.
4. Having excessive tardies.

SAFETY AT DISMISSAL-TRAFFIC

- Campus supervisors have been trained by the Oxnard Police Department to cross students before/after school using the designated Pedestrian Crosswalks.
- The Oxnard Police Department Traffic Unit is called periodically to observe the traffic patterns during arrival and dismissal to ensure drivers are obeying traffic patterns and make any necessary recommendations for changes to current procedures.
- The Safety Committee meets regularly to review all safety and security procedures and make any necessary recommendations and changes.
- School Administration communicates with the community via meetings, letters and the Blackboard phone messaging system regarding reminders for safety and traffic regulations.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

Positive School Climate

Element:

School-wide Positive Behavior Support

Opportunity for Improvement:

Maintain a positive, safe, and bully-free campus

Objectives	Action Steps	Resources	Lead Person	Evaluation
The site will create a positive behavior plan to encourage daily attendance.	<ul style="list-style-type: none"> • Encourage attendance through weekly communication and classroom promotion • Weekly parent communication • Attendance Mediation 	- Site and PTA funding support	<ul style="list-style-type: none"> • ORC • Attendance Technician • School Administration 	<ul style="list-style-type: none"> • Monthly Chronic Absence Data
The site will create social support for students.	<ul style="list-style-type: none"> • Social Skills Building Groups • One on One Counseling • Daily Check in with Students • Crisis Intervention • Parenting Classes 	<ul style="list-style-type: none"> • Pupil Services • Site Funds 	<ul style="list-style-type: none"> • School Counselor • ORC 	- Decrease of office suspensions and office referrals through monthly attendance reports and review of office referrals.
The site will follow the school wide behavior expectation strategies.	<ul style="list-style-type: none"> • Full implementation of CHAMPS • CHAMPS assemblies for students 	<ul style="list-style-type: none"> • Ongoing CHAMPS training • MD MTSS Training • Pupil Services 	<ul style="list-style-type: none"> • School Administration • ORC • School Counselor 	- Decrease of office suspensions and office referrals through monthly attendance reports and review of office referrals.
Students can report hate crimes/ bullying.	<ul style="list-style-type: none"> • Anti-Bullying Assemblies for students • Training for teachers and students 	<ul style="list-style-type: none"> • PTA support for Assemblies • Site funding • Pupil Services for Curriculum • We Tip Hotline 	<ul style="list-style-type: none"> • ORC • School Administration • School Counselor 	- Decrease of office suspensions and office referrals through monthly attendance reports and review of office referrals

Objectives	Action Steps	Resources	Lead Person	Evaluation
The site will promote a drug-free school zone.	<ul style="list-style-type: none"> • Highlight Red Ribbon Week • Implementation of the Palmer Drug Abuse Program (PDAP) 	- Pupil Services	<ul style="list-style-type: none"> • School Administration • School Counselor • ORC 	- Panorama Social/Emotional Survey
The site will create and utilize Positive Behavioral Interventions and Supports (PBIS).	<ul style="list-style-type: none"> • Continue with the implementation of CHAMPS school wide • Implement the Restorative Justice Approach • Provide Professional Development in the area of PBIS 	<ul style="list-style-type: none"> • Ventura County Office of Education • Pupil Services • CARE Team (Committee for the Advancement of Respect and Education) 	<ul style="list-style-type: none"> • ORC • School Administration • School Counselor • Teachers 	<ul style="list-style-type: none"> • Panorama Social/Emotional Survey • Decrease of office suspensions and office referrals through monthly attendance reports and review of office referrals.
The site will implement the Multi Tier System of Support (MTSS) to support students social/emotional needs.	<ul style="list-style-type: none"> • Staff training on the MTSS process • Monthly MTSS Meetings • Progress monitoring by staff of all student on their load 	- Pupil Services	<ul style="list-style-type: none"> • ORC • School Administration • School Counselor • Teachers 	<ul style="list-style-type: none"> • Panorama Social/Emotional Survey • Decrease of office suspensions and office referrals through monthly attendance reports and review of office referrals.

Objectives	Action Steps	Resources	Lead Person	Evaluation
The site's MTSS team will be accessible to parents and students.	- Site Administration, ORC and School Counselor will remain visible and will connect with students and families before school, after school and during recess.	<ul style="list-style-type: none"> • District Funding • Pupil Services 	<ul style="list-style-type: none"> • ORC • School Administration • School Counselor 	<ul style="list-style-type: none"> • Panorama Social/Emotional Survey • Decrease of office suspensions and office referrals through monthly attendance reports and review of office referrals.
The site will provide adequate campus supervision throughout the school day.	<ul style="list-style-type: none"> • Campus Supervisors will be trained on proper procedures and expectations • Administration will meet with Campus Supervisors at least once a month. 	<ul style="list-style-type: none"> • District and Site Funding • Pupil Services • Oxnard Police Department 	<ul style="list-style-type: none"> • School Administration • Campus Supervisors 	<ul style="list-style-type: none"> • Panorama Social/Emotional Survey • Decrease of office suspensions and office referrals through monthly attendance reports and review of office referrals.
The site will purchase/replenish recess equipment helping to maintain a safe environment for students.	<ul style="list-style-type: none"> • Inventory equipment • Develop a budget to support the replenishment of recess equipment 	<ul style="list-style-type: none"> • Site Funding • Risk Management 	<ul style="list-style-type: none"> • School Administration • Campus Supervisors 	<ul style="list-style-type: none"> • Panorama Social/Emotional Survey • Decrease of office suspensions and office referrals through monthly attendance reports and review of office referrals.

Component:

School's Safe Physical Environment

Element:

Safe School Environment

Opportunity for Improvement:

Ensure that the school is in safe physical working order.

Objectives	Action Steps	Resources	Lead Person	Evaluation
The site will ensure a closed campus to ensure student safety.	<ul style="list-style-type: none"> • Ensure that locks and doors are in proper working order. • Administration will have weekly meeting with the school's lead custodian. 	- District/Facilities	<ul style="list-style-type: none"> • School Administration • Lead Custodian 	Submit work orders as needed
Campus facilities are safe and adequate.	- Monthly walk throughs to ensure that facilities are being properly maintained and outdoor playground equipment are in proper working order.	- District/Facilities	<ul style="list-style-type: none"> • Administration • Lead Custodian 	Review monthly report and submit work orders as needed
The site will assure that all facility repairs are completed in a timely manner.	<ul style="list-style-type: none"> • Minor repairs are made immediately through the lead custodian or work orders placed through the DO. • Major changes will go through a process of involving all stakeholders 	- District/Facilities	<ul style="list-style-type: none"> • School Administration • Lead Custodian • Office Manager 	Weekly walk-throughs

Component:

Disaster Preparedness

Element:

School Safety

Opportunity for Improvement:

Ensure all staff and students are prepared for an emergency

Objectives	Action Steps	Resources	Lead Person	Evaluation
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<p>School staff will be prepared to respond in the event of an emergency situation.</p>	<ul style="list-style-type: none"> • School site staff will participate in monthly disaster drills, including fire, earthquake, lockdown, and evacuation drills. • The site will develop and train all staff on school-wide policies and procedures. • The Comprehensive School Safety Plan (CSSP) is updated regularly. • The staff is trained in the CSSP. • The safety committee meets regularly to review all safety and security procedures and makes any necessary recommendations and changes. • The school staff will receive training on search and rescue procedures and responsibilities. 	<ul style="list-style-type: none"> • Emergency Equipment • Oxnard Police Department • Oxnard Fire Department 	<ul style="list-style-type: none"> • School Administration • Classroom Teachers • School Staff 	<ul style="list-style-type: none"> • Log of Monthly Drills • Agendas/Sign-In Sheets
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<p>The site will have available adequate emergency equipment.</p>	<ul style="list-style-type: none"> • The site's Safety Committee will conduct a yearly Inventory of Emergency Equipment. • The site will have adequate two way working radios. • All emergency equipment will be replenished as needed. 	<ul style="list-style-type: none"> • Emergency Equipment • Oxnard Police Department • Oxnard Fire Department 	<ul style="list-style-type: none"> • Lead Custodian • School Administration • Safety Committee 	<p>- Checklist of needed school-wide supplies</p>
<p>Teachers and staff will be knowledgeable about their roles in case of an emergency.</p>	<ul style="list-style-type: none"> • The procedures within the Comprehensive School Safety Plan are discussed and reviewed by school staff. • Administration will discuss the School's Safety Plan with all teachers. • School Site Administration will train all staff in Emergency Procedures. 	<ul style="list-style-type: none"> • Emergency Equipment • Oxnard Police Department • Oxnard Fire Department 	<p>- School Administration</p>	<ul style="list-style-type: none"> • Staff Meeting Agendas • Professional Development Logs

<p>Students will know what to do in case of an emergency situation.</p>	<ul style="list-style-type: none"> • Students will participate in quarterly disaster drills, including fire, earthquake, lockdown, and evacuation drills. • Students will participate in Safety Assemblies. • The Oxnard Police Department attends disaster drills scheduled by school staff on an annual basis to ensure that procedures are followed properly, providing feedback to school administration who will debrief with staff and implement the necessary changes. 	<ul style="list-style-type: none"> • Emergency Equipment • Oxnard Police Department • Oxnard Fire Department 	<ul style="list-style-type: none"> • School Administration • Classroom Teachers 	<ul style="list-style-type: none"> • Log of Monthly Drills • Agendas/Sign-In Sheets
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(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Juan Lagunas Soria School Student Conduct Code

Student conduct, which prevents students from learning or teachers from teaching, will not be tolerated. Juan Lagunas Soria School Staff has established clear, consistent consequences for behavior that interferes with learning and rewards for positive behavior to help all students maintain acceptable personal conduct. We provide classroom instruction in personal and social skills, incorporating the teaching of school rules and making wise choices in prevention of discipline incidents. Students learn that when they violate a school or classroom standard, a consequence will result. Disruptive, disrespectful behavior or harassment will not be tolerated. Students are not to endanger others, continually disregard rules or repeatedly interfere with others’ right to learn.

PURPOSE

The School Rules and Procedures were developed and adopted in accordance with California Education Code 35291.5. This document represents the collaborative efforts of teachers, parents, and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety.

We want our students to develop a sense of values and follow the AZTECS school's guidelines to success:

Always Give Your Best
Zero Tolerance for Bullying
Treat Everyone with Respect
Encourage Others
Create a Positive Environment
Seek Excellence in Everything

BELIEFS

We believe our rules and procedures will:

Provide a starting point for behavior and conduct expected.

Provide a framework of expectations, rewards, and consequences, so we can be consistent and fair in disciplining students.

Promote overall school safety and security for each student.

Demonstrate our agreement and commitment to developing self-discipline and responsible youth.

Provide opportunities for students and parents to participate with school faculty, staff and administration in ensuring the highest possible instructional climate.

Promote knowledge and teach behavior which will help each student become self-respecting, successful and contributing adults.

PHILOSOPHY

A student's education is dependent upon a team effort involving the student, parents, and school personnel. Each member of the team has specific responsibilities which must be met if the educational experience is to have the greatest positive results. Students, parents, and teachers are encouraged to maintain an ongoing dialogue about the standards for personal conduct concerning life at school. We want to be an extraordinary place of safety and positive opportunity for everyone.

Expectations of Students

Attend school regularly and be on time for each class.

Know and follow school rules and regulations.

Be courteous and respectful to school personnel, fellow students and the public in general.

Do not disrupt the learning of others.

Respect public and private property.

Expectations for Parents

Assure that your child is in school and on time each day.

Ensure that your child is appropriately prepared for school (dress, nutrition, and sleep).

Be responsible for your child's behavior.

Teach the pupil respect for the law and the rights of others.

Visit the school periodically and participate in conferences as called.

Know the district, school and classroom rules and regulations and be supportive of your school.

Help your child to learn self-discipline and control.

Expectation for Teachers

Provide positive learning experiences appropriate for each student.

Consistently enforce classroom rules, district rules, and policies.

Communicate on a regular basis with parents concerning their child's progress.

Be available to parents for conferences and communication.

Continually improve professional competencies in matters of student control and discipline.

Develop enthusiasm for learning through experiences that are interesting and relevant to pupils.

Expectations for Administrators

Inform students and parents about school district discipline standards.

Consistently monitor classroom, school and district rules and policies.

Counsel with students and parents regarding disciplinary matters.

Provide professional growth experiences which will assist staff in increasing competencies for student control and discipline.
Provide leadership that will establish, encourage and promote teaching and effective learning.
Work closely with parent groups to design a Parent/Student/School Compact that outlines the responsibility and expectations for each group.

Basic School Rules:

Attend school regularly.
Be on time.
Be prepared for class.
Treat others with respect, care, and consideration.
Conserve and protect the school and private property.
Engage in activities without "body contact."
Follow all school, and playground rules and procedures.
Use appropriate language.
Follow district dress/uniform standards.
Respect the rights of others.
Follow other rules which may be adopted in individual classrooms.

Student Conduct, Concerns, and Consequences:

Student conduct that prevents students from learning or teachers from teaching, will not be tolerated. We have established clear consequences for behavior that interferes with learning and rewards for positive behavior to help all students maintain acceptable personal conduct. We provide classroom instruction in personal and social skills, incorporating the teaching of school rules and making wise choices in the prevention of discipline incidents. Students learn that when they violate a school or classroom standard, a consequence will result. Disruptive, disrespectful behavior or harassment will not be tolerated. Students are not to endanger others, continually disregard rules or repeatedly interfere with others' right to learn.

Note: Students may be disciplined for acts related to school activities or attendance which occur at any time including:

While on school grounds;
While going to or coming from school;
During the lunch hour whether on or off campus;
During, or going to or coming from, a school-sponsored activity.

Other causes of disciplinary action:

Deliberate littering of school premises;
Inappropriately using cellular telephones or electronic devices or failing to follow school policy outline in the Parent/Student packet given out at the beginning of the year;
Not adhering to the school dress code;
Making bomb threats or false fire alarms;
Setting fires or using explosive devices which threaten or cause damage to human life or property on school grounds or at school-sponsored events;
Habitual tardiness or truancy;
Forging parents' signatures or school documents (CAC 306).

Discipline and Behavior:

The school has adopted PBIS (CHAMPS, Foundations, Restorative Justice) as a school-wide approach to student behavior modification.

The administration will meet with students once every trimester to go over school rules and expectations

The School's ORC and Counselor support teachers with CHAMPS in the Classroom

The school's Counselor and ORC will provide Social Skills Groups targeting bullying, decision-making, and motivation

The school provides students with an online reporting bullying program

The School's Counselor and ORC hold community (restorative) circles with middle school students regularly during their advisory period.

GENERAL

Education Code 44807: Every teacher in the public schools shall hold Pupils to a strict account for their conduct on the way to and from school, on the playgrounds, or during recess. A teacher, vice principal, principal, or any other certificated employee of a school district, shall not be subject to criminal prosecution or criminal penalties for the exercise, during the performance of his duties, of the same degree of physical control over a pupil that a parent would be legally privileged to exercise but which in no event shall exceed the amount of physical control reasonably necessary to maintain order, protect property, or protect the health and safety of pupils, or to maintain proper and appropriate conditions conducive to learning.

CONDUCT CODE PROCEDURES

The school rules and procedures were developed and adopted in accordance with California education code 35291.5. This document represents the collaborative efforts of teachers, parents and other school staff and administration. These rules and procedures are intended as guidelines for enhancing the instructional climate and personal safety. The school uses a proactive and positive approach to management of student behavior (CHAMPS) with clear expectations and structures in place in classrooms and common areas.

(J) Hate Crime Reporting Procedures and Policies

Hate crimes are immediately reported to administration and investigated in accordance to AR 5145 if a student feels that a behavior is motivated by a hate crime. If a hate-motivated behavior has taken place appropriate discipline shall be followed.

In order to create a safe learning environment for all students, the Board of Trustees desires to protect the right of every student to be free from hate-motivated behavior and will promote harmonious relationships among students to enable them to gain a true understanding of the civil rights and social responsibilities of people in society. The district prohibits discriminatory behavior or statements that degrade an individual based on his/her actual or perceived race, ethnicity, culture, heritage, gender, sex, sexual orientation, physical/mental attributes, or religious beliefs or practices.

Any student who believes he/she is a victim of hate-motivated behavior shall immediately contact the teacher and Principal. Upon receiving such a complaint, the Principal shall immediately investigate the complaint in accordance with school-level complaint process/grievance procedures as described in AR 5145.7 - Sexual Harassment. A student who has been found to have demonstrated hate-motivated behavior shall be subject to discipline in accordance with law, Board policy, and administrative regulation. Students are expected to respect all others while on school grounds or while participating in school activities. Any student engaging in hate-motivated behavior will be subject to the school discipline policies in accordance with the district policies and guidelines.

Safety Plan Review, Evaluation and Amendment Procedures

Juan Lagunas Soria School will create a School Safety Committee every school year. The purpose of the committee is to review the Comprehensive School Safety Plan on a continual basis and make any necessary changes and adjustments in order to ensure the safety of students and staff members. The committee meets on an as needed basis to review and make any necessary recommendations and changes. All changes are brought to the attention of the entire staff and stakeholders at meetings held throughout the school year. The plan is discussed and reviewed with school staff, approved by the School Site Council in January, and updated after review by the Director of Pupil Services before being brought before the Governing Board for approval in February.

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: February 15, 2023

Agenda Section: Section D: Action Items

Approval of Resolution #22-16 of the Board of Trustees of the Oxnard School District Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program – Marina West Elementary Transitional Kindergarten Classrooms (Mitchell/CFW)

The Resolution authorizes the District Superintendent, in consultation with Caldwell Flores Winters Inc., to complete and submit any and all required forms and/or other documents required by the California Department of Education (CDE), Office of Public School Construction (OPSC), Division of the State Architect (DSA), or other agencies having jurisdiction to cause the California Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program applications for Marina West Elementary School and funding applications to be submitted to the appropriate state agencies at the soonest possible date.

Resolution #22-16 Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program – Marina West Elementary School Transitional Kindergarten Classrooms, is presented herewith for the Board's consideration.

FISCAL IMPACT:

None at this time.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, in consultation with CFW, that the Board of Trustees approve the Resolution #22-16, as outlined above.

ADDITIONAL MATERIALS:

Attached: [Resolution #22-16 \(2 pages\)](#)

RESOLUTION NO. 22-16

RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT SUPPORTING PRESCHOOL, TRANSITIONAL KINDERGARTEN AND FULL-DAY KINDERGARTEN FACILITIES GRANT PROGRAM

WHEREAS, the Board of Trustees (“School Board”) has determined that school facilities within the Oxnard School District (the “District”), within Ventura County need to be constructed to support transitional kindergarten instruction; and

WHEREAS, the Oxnard School District intends to submit funding applications to the State of California under the Preschool, Transitional Kindergarten and Full-Day Kindergarten facilities grant program for Marina West Elementary; and

WHEREAS, the School Board acknowledges that a matching share may be required for the projects and that the State of California is not expected nor obligated to provide funding for the project and the acceptance of the applications does not provide a guarantee of future State funding; and

WHEREAS, transitional kindergarten is of importance to the District to improve the educational program, provide more time for the teacher to get to know each child, encourage children's maximum social, emotional, physical, and academic growth, address transportation issues related to district bus schedules, and address parental/guardian needs for child care; and

WHEREAS, the School Board supports full-day transitional kindergarten instruction. The District intends to offer Transitional Kindergarten as defined by Ed Code 8973; and

WHEREAS the District has implemented transitional kindergarten programs at District schools however lacks facilities to fully accommodate transitional kindergarten and has housed students in non-kindergarten facilities and additional kindergarten facilities are needed.

BE IT RESOLVED, that the Board authorizes the District Superintendent, in consultation with Caldwell Flores Winters, Inc. to complete and submit any and all required forms and/or other documents required by the CDE, OPSC, DSA, or other agencies connected to the Transitional Kindergarten Facilities Program applications for Marina West Elementary; and funding applications to be submitted to the appropriate state agencies at the soonest possible date; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon its passage; and

BE IT FURTHER RESOLVED, that the District’s Superintendent or their designee is authorized to take such actions and execute such agreements and documentation necessary to effect the intent of this Resolution.

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the Oxnard School District on this 15th day of February 2023, by the following vote:

Board of Trustees:	Ayes:	Nays:	Abstentions:	Absences:
President Veronica Robles-Solis				
Clerk Jarely Lopez				
Trustee MaryAnn Rodriguez				
Trustee Monica Madrigal Lopez				
Trustee Rose Gonzales				

Veronica Robles-Solis
 President of the Board of Trustees
 Oxnard School District

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed and adopted by the members of the Board of Trustees of the Oxnard School District at a public meeting of said Board held on February 15, 2023.

Jarely Lopez
 Clerk of the Board of Trustees
 Oxnard School District

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: February 15, 2023

Agenda Section: Section D: Action Items

Approval of Resolution #22-17 of the Board of Trustees of the Oxnard School District Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program – Marina West Elementary Preschool Classrooms (Mitchell/CFW)

The Resolution authorizes the District Superintendent, in consultation with Caldwell Flores Winters Inc., to complete and submit any and all required forms and/or other documents required by the California Department of Education (CDE), Office of Public School Construction (OPSC), Division of the State Architect (DSA), or other agencies having jurisdiction to cause the California Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program applications for Marina West Elementary School and funding applications to be submitted to the appropriate state agencies at the soonest possible date.

Resolution #22-17 Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program – Marina West Elementary School Preschool Classrooms, is presented herewith for the Board's consideration.

FISCAL IMPACT:

None at this time.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, in consultation with CFW, that the Board of Trustees approve the Resolution #22-17, as outlined above.

ADDITIONAL MATERIALS:

Attached: [Resolution #22-17 \(2 pages\)](#)

RESOLUTION NO. 22-17

RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT SUPPORTING PRESCHOOL, TRANSITIONAL KINDERGARTEN AND FULL-DAY KINDERGARTEN FACILITIES GRANT PROGRAM

WHEREAS, the Board of Trustees (“School Board”) has determined that school facilities within the Oxnard School District (the “District”), within Ventura County need to be constructed to support full day preschool instruction; and

WHEREAS, the Oxnard School District intends to submit funding applications to the State of California under the Preschool, Transitional Kindergarten and Full-Day Kindergarten facilities grant program for Marina West Elementary; and

WHEREAS, the School Board acknowledges that a matching share may be required for the projects and that the State of California is not expected nor obligated to provide funding for the project and the acceptance of the applications does not provide a guarantee of future State funding; and

WHEREAS, preschool is of importance to the District to improve the educational program, provide more time for the teacher to get to know each child, encourage children's maximum social, emotional, physical, and academic growth, address transportation issues related to district bus schedules, and address parental/guardian needs for child care; and

WHEREAS, the School Board supports full-day preschool instruction. The District intends to offer Full Day Preschool as defined by Ed Code 8207; and

WHEREAS the existing preschool population is currently being housed in non-compliant classrooms according to the Preschool, Transitional Kindergarten and Full-Day Kindergarten facilities grant program that stipulates the classroom size of 1,350 square feet; and

BE IT RESOLVED, that the Board authorizes the District Superintendent, in consultation with Caldwell Flores Winters, Inc. to complete and submit any and all required forms and/or other documents required by the CDE, OPSC, DSA, or other agencies connected to the Full-Day Preschool Facilities Program applications for Marina West Elementary; and funding applications to be submitted to the appropriate state agencies at the soonest possible date; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon its passage; and

BE IT FURTHER RESOLVED, that the District’s Superintendent or their designee is authorized to take such actions and execute such agreements and documentation necessary to effect the intent of this Resolution.

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the Oxnard School District on this 15th day of February 2023, by the following vote:

Board of Trustees:	Ayes:	Nays:	Abstentions:	Absences:
President Veronica Robles-Solis				
Clerk Jarely Lopez				
Trustee MaryAnn Rodriguez				
Trustee Monica Madrigal Lopez				
Trustee Rose Gonzales				

Veronica Robles-Solis
 President of the Board of Trustees
 Oxnard District

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed and adopted by the members of the Board of Trustees of the Oxnard School District at a public meeting of said Board held on February 15, 2023.

Jarely Lopez
 Clerk of the Board of Trustees
 Oxnard School District

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: February 15, 2023

Agenda Section: Section D: Action Items

Approval of Resolution #22-18 of the Board of Trustees of the Oxnard School District Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program – Marina West Elementary Kindergarten Classrooms (Mitchell/CFW)

The Resolution authorizes the District Superintendent, in consultation with Caldwell Flores Winters Inc., to complete and submit any and all required forms and/or other documents required by the California Department of Education (CDE), Office of Public School Construction (OPSC), Division of the State Architect (DSA), or other agencies having jurisdiction to cause the California Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program applications for Marina West Elementary School and funding applications to be submitted to the appropriate state agencies at the soonest possible date.

Resolution #22-18 Supporting Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program – Marina West Elementary School Kindergarten Classrooms, is presented herewith for the Board's consideration.

FISCAL IMPACT:

None at this time.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, in consultation with CFW, that the Board of Trustees approve the Resolution #22-18, as outlined above.

ADDITIONAL MATERIALS:

Attached: [Resolution #22-18 \(2 pages\)](#)

RESOLUTION NO. 22-18

RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT SUPPORTING PRESCHOOL, TRANSITIONAL KINDERGARTEN AND FULL-DAY KINDERGARTEN FACILITIES GRANT PROGRAM

WHEREAS, the Board of Trustees (“School Board”) has determined that school facilities within the Oxnard District (the “District”), within Ventura County need to be constructed to support full day kindergarten instruction; and

WHEREAS, the Oxnard School District intends to submit funding applications to the State of California under the Preschool, Transitional Kindergarten and Full-Day Kindergarten facilities grant program for Marina West Elementary; and

WHEREAS, the School Board acknowledges that a matching share may be required for the projects and that the State of California is not expected nor obligated to provide funding for the project and the acceptance of the applications does not provide a guarantee of future State funding; and

WHEREAS, full day kindergarten is of importance to the District to improve the educational program, provide more time for the teacher to get to know each child, encourage children's maximum social, emotional, physical, and academic growth, address transportation issues related to district bus schedules, and address parental/guardian needs for child care; and

WHEREAS, the School Board supports full-day kindergarten instruction. The District intends to offer Full Day Kindergarten as defined by Ed Code 8973; and

WHEREAS the District has implemented full day kindergarten programs at District schools however lacks facilities to fully accommodate full day kindergarten and has housed students in non-kindergarten facilities and additional kindergarten facilities are needed.

BE IT RESOLVED, that the Board authorizes the District Superintendent, in consultation with Caldwell Flores Winters, Inc. to complete and submit any and all required forms and/or other documents required by the CDE, OPSC, DSA, or other agencies connected to the Full Day Kindergarten Facilities Program applications for Marina West Elementary; and funding applications to be submitted to the appropriate state agencies at the soonest possible date; and

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately upon its passage; and

BE IT FURTHER RESOLVED, that the District’s Superintendent or their designee is authorized to take such actions and execute such agreements and documentation necessary to effect the intent of this Resolution.

APPROVED, PASSED AND ADOPTED by the Board of Trustees of the Oxnard School District on this 15th day of February 2023, by the following vote:

Board of Trustees:	Ayes:	Nays:	Abstentions:	Absences:
President Veronica Robles-Solis				
Clerk Jarely Lopez				
Trustee MaryAnn Rodriguez				
Trustee Monica Madrigal Lopez				
Trustee Rose Gonzales				

Veronica Robles-Solis
 President of the Board of Trustees
 Oxnard School District

I HEREBY CERTIFY that the foregoing resolution was duly and regularly introduced, passed and adopted by the members of the Board of Trustees of the Oxnard School District at a public meeting of said Board held on February 15, 2023.

Jarely Lopez
 Clerk of the Board of Trustees
 Oxnard School District

OSD BOARD AGENDA ITEM

Name of Contributor: Valerie Mitchell, MPPA

Date of Meeting: February 15, 2023

Agenda Section: Section D: Action Items

Adoption of Resolution No. 22-19: Resolution Authorizing the Issuance and Sale of General Obligation Bonds, 2022 Election, Series A, in the Aggregate Principal Amount of Not to Exceed \$78,000,000, and Approving Related Documents and Actions Including a Bond Purchase Agreement and Preliminary Official Statement (Mitchell/CFW Advisory Services)

Measure I was approved at the election held on November 8, 2022, at which voters approved the issuance of up to \$215,000,000 in General Obligation Bonds. The Resolution for consideration is in the form required pursuant to State law to permit staff to proceed with the issuance of the first series of bonds in the amount of \$78,000,000. The Resolution authorizes the bonds to be issued as tax-exempt current interest bonds (no capital appreciation bonds) pursuant to the provisions of the California Government Code, with maturities and interest rates within legal limitations. Appendix B of the Resolution summarizes certain current expectations about the financial variables relating to the financing, in accordance with Gov. Code 5852.1.

The Resolution authorizes the bonds to be sold on a negotiated basis under the terms of a Bond Purchase Agreement (BPA) to the investment banking firm of Raymond James & Associates, which will have the responsibility of underwriting the entire bond issue and placing the bonds with investors. Investors will be provided a Preliminary Official Statement (POS) which is required under securities laws standards to present all material information for investors to make an informed investment decision in the Bonds. It must meet the standard of not containing material errors or omissions.

The Resolution also approves the obligation under securities laws to keep the investing bond market up to date annually while bonds are outstanding with a Continuing Disclosure Certificate (attached to POS as Appendix E). The Resolution authorizes staff to work with the financing team to complete all related documentation to accomplish the financing, including the BPA and the POS, and the Continuing Disclosure Certificate, within all required legal parameters.

FISCAL IMPACT:

Voter-approved General Obligation Bonds are repaid by *ad valorem* property tax collections levied and collected each year that bonds are outstanding. Proceeds will provide funding for voter-approved projects. No impact to general fund. Issuance costs will be paid from the proceeds of the bonds.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business and Fiscal Services, in consultation with CFW Advisory Services, LLC., that the Board of Trustees adopt Resolution No. 22-19: Resolution Authorizing the Issuance and Sale of General Obligation Bonds, 2022 Election, Series A, in the Aggregate Principal Amount of Not to Exceed \$78,000,000, and Approving Related Documents and

Actions Including a Bond Purchase Agreement and Preliminary Official Statement.

ADDITIONAL MATERIALS:

Attached: [Resolution No. 22-19 \(33 pages\)](#)

[Draft Bond Purchase Agreement \(23 pages\)](#)

[Draft Preliminary Official Statement and Continuing Disclosure Certificate \(97 pages\)](#)

**BOARD OF TRUSTEES OF THE
OXNARD SCHOOL DISTRICT
COUNTY OF VENTURA
STATE OF CALIFORNIA**

RESOLUTION NO. 22-19

**RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF GENERAL
OBLIGATION BONDS, 2022 ELECTION, SERIES A, IN THE AGGREGATE
PRINCIPAL AMOUNT OF NOT TO EXCEED \$78,000,000, AND
APPROVING RELATED DOCUMENTS AND ACTIONS INCLUDING A
BOND PURCHASE AGREEMENT AND PRELIMINARY OFFICIAL
STATEMENT**

WHEREAS, an election was duly and regularly held in the Oxnard School District (the “District”) of the County of Ventura (the “County”), State of California (the “State”) on November 8, 2022, in accordance with Article XIII A Section 1 paragraph (b) subsection (2) of the California Constitution, for the purpose of submitting Measure I (“Measure I” or the “Bond Measure”) to the qualified electors of the District, authorizing the issuance of general obligation bonds in the aggregate principal amount of \$215,000,000 (the “Bonds”), and more than the requisite fifty-five percent of the votes cast were in favor of the issuance of the Bonds; and

WHEREAS, the abbreviated form of the Bond Measure is:

“To reconstruct older middle schools, modernize and construct elementary classrooms and support facilities, increase teacher and student access to modern classroom technology, and improve student security and safety, shall Oxnard School District’s measure be adopted to issue \$215,000,000 in bonds at legal interest rates, raising on average \$10.7 million annually for issued bonds through maturity, with levies projected at 3 cents per \$100 assessed valuation, with citizens’ oversight committee, annual audits, and no money for administrator salaries?”

WHEREAS, the Board is authorized to provide for the issuance and sale of any series of Bonds under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the “Bond Law”); and

WHEREAS, the District wishes at this time to initiate proceedings for the issuance of an initial series of the Bonds under the Bond Law in the aggregate principal amount of not to exceed \$78,000,000 to be designated “Oxnard School District (Ventura County, California) General Obligation Bonds, 2022 Election, Series A” (the “Series A Bonds”) as provided in this Resolution for the purpose of providing financing for projects authorized under the Bond Measure; and

WHEREAS, as required by Government Code Section 5852.1, attached hereto as Appendix B is the information relating to the Series A Bonds that has been obtained by the Board and is hereby disclosed and made public; and

WHEREAS, issuance of the Series A Bonds will be in compliance with Debt Issuance and Management Policy (BP 3470) which complies with Government Code Section 8855; and

WHEREAS, issuance of the Series A Bonds shall not cause the District to exceed its bonding capacity limitation, which limit may take into account a waiver granted by the State Board of Education; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Oxnard School District as follows:

ARTICLE I

DEFINITIONS; AUTHORITY

SECTION 1.01. *Definitions.* The terms defined in this Section 1.01, as used and capitalized herein, shall, for all purposes of this Resolution, have the meanings given them below, unless the context clearly requires some other meaning.

“Authorized Investments” means the County Investment Pool, the Local Agency Investment Fund, any investments authorized pursuant to Sections 53601 and 53635 of the California Government Code, provided that said investments are part of the County treasury, in accordance with Education Code Section 15146(g). The County Treasurer shall assume no responsibility in the reporting, reconciling and monitoring in the investment of proceeds related to the Series A Bonds.

“Board” means the Board of Trustees of the District.

“Bond Counsel” means (a) the firm of Jones Hall, A Professional Law Corporation, or (b) any other attorney or firm of attorneys nationally recognized for expertise in rendering opinions as to the legality and tax-exempt status of securities issued by public entities.

“Bond Law” means Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California, commencing with Section 53506 of said Code, as in effect on the date of adoption hereof and as amended hereafter.

“Bond Measure” means Measure I submitted to and approved by the requisite 55% of the voters pursuant to the provisions of the California Constitution and the California Education Code on November 8, 2022, under which the issuance of the Bonds has been authorized.

“Bond Purchase Agreement” means the Bond Purchase Agreement between the District and the Underwriter, under which the Underwriter agrees to purchase the Series A Bonds and pay the purchase price therefor.

“Building Fund” means the fund established by the County Office of Education and held by the County Treasurer under Section 3.03.

“Closing Date” means the date upon which there is a delivery of the Series A Bonds in exchange for the amount representing the purchase price of the Series A Bonds by the Underwriter.

“Continuing Disclosure Certificate” means the Continuing Disclosure Certificate which is executed and delivered by a District Representative on the Closing Date.

“Costs of Issuance” means all items of expense directly or indirectly payable by or reimbursable to the District and related to the authorization, issuance, sale and delivery of the Series A Bonds, including but not limited to the costs of preparation and reproduction of documents, printing expenses, filing and recording fees, initial fees and charges of the Paying Agent and its counsel, legal fees and charges, fees and disbursements of consultants and professionals, rating agency fees and any other cost, charge or fee in connection with the original issuance and sale of the Series A Bonds.

“County” means County of Ventura, a political subdivision of the State of California, duly organized and existing under the Constitution and laws of the State of California.

“County Treasurer” means the Ventura County Treasurer-Tax Collector, or any authorized deputy or designee thereof.

“Debt Service Fund” means the account established by the County Office of Education and held by the County Treasurer under Section 4.02.

“Depository” means (a) initially, DTC, and (b) any other Securities Depository acting as Depository under Section 2.09.

“Depository System Participant” means any participant in the Depository’s book-entry system.

“District” means the Oxnard School District, an elementary school district organized under the Constitution and laws of the State of California, and including any successor thereto.

“District Representative” means the President of the Board, the Superintendent, the Deputy Superintendent, Business and Fiscal Services, including interim officials, and such any of such officer’s written designees, and any other person authorized by resolution of the Board of Trustees of the District to act on behalf of the District with respect to this Resolution and the Series A Bonds.

“DTC” means The Depository Trust Company, New York, New York, and its successors and assigns.

“Education Code” means the Education Code of the State of California, as in effect on the Closing Date or as thereafter amended from time to time.

“Federal Securities” means (a) any direct general non-callable obligations of the United States of America, including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America; (b) any obligations the timely payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America or which are secured by obligations described

in the preceding clause (a); (c) the interest component of Resolution Funding Corporation strips which have been stripped by request to the Federal Reserve Bank of New York in book-entry form; (d) pre-refunded municipal bonds rated in the highest rating category by any nationally recognized rating agency; and (e) bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies (which at the time of acquisition thereof shall be rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent): (i) direct obligations or fully guaranteed certificates of beneficial ownership of the U.S. Export-Import Bank; (ii) certificates of beneficial ownership of the Farmers Home Administration; (iii) participation certificates of the General Services Administration; (iv) Federal Financing Bank bonds and debentures; (v) guaranteed Title XI financings of the U.S. Maritime Administration; (vi) project notes, local authority bonds, new communities debentures and U.S. public housing notes and bonds of the U.S. Department of Housing and Urban Development; and (vi) obligations of the Federal Home Loan Bank (FHLB).

"Interest Payment Dates" means February 1 and August 1 in each year during the term of such Series A Bond, commencing on the date set forth in the Bond Purchase Agreement, provided, however, that such dates are subject to modification as provided in the Bond Purchase Agreement.

"Municipal Advisor" means CFW Advisory Services LLC, its successors and assigns.

"Office" means the office or offices of the Paying Agent for the payment of the Bonds and the administration of its duties hereunder. The Paying Agent may designate and re-designate the Office from time to time by written notice filed with the County and the District.

"Outstanding," when used as of any particular time with reference to Series A Bonds, means all Series A Bonds except: (a) Series A Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation; (b) Series A Bonds paid or deemed to have been paid within the meaning of Section 9.02; and (c) Series A Bonds in lieu of or in substitution for which other Series A Bonds have been authorized, executed, issued and delivered by the District under this Resolution.

"Owner", whenever used herein with respect to a Series A Bond, means the person in whose name the ownership of such Series A Bond is registered on the Registration Books.

"Paying Agent" means any bank, trust company, national banking association or other financial institution, or the appropriate division of the County, appointed as paying agent for the Bonds in the manner provided in Article VI of this Resolution. The County, if appointed by the District, may serve as the District's paying agent, including through a designated agent.

"Record Date" means the 15th day of the month preceding an Interest Payment Date, whether or not such day is a business day.

"Registration Books" means the records maintained by the Paying Agent for the registration of ownership and registration of transfer of the Series A Bonds under Section 2.08.

“Resolution” means this Resolution, as originally adopted by the Board and including all amendments hereto and supplements hereof which are duly adopted by the Board from time to time in accordance herewith.

“Securities Depositories” means DTC; and, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other securities depositories as the District may designate in a Written Request of the District delivered to the Paying Agent.

“Series A Bonds” means the not-to-exceed \$78,000,000 aggregate principal amount of Oxnard School District (Ventura County, California) General Obligation Bonds, 2022 Election, Series A , issued and at any time Outstanding under this Resolution.

“Tax Code” means the Internal Revenue Code of 1986 as in effect on the Closing Date or (except as otherwise referenced herein) as it may be amended to apply to obligations issued on the Closing Date, together with applicable proposed, temporary and final regulations promulgated, and applicable official public guidance published, under said Code.

“Underwriter” means Raymond James & Associates, Inc. serving as the underwriter of the Series A Bonds upon the negotiated sale thereof, pursuant to Section 3.01.

“Written Certificate of the District” means an instrument in writing signed by a District Representative or by any other officer of the District duly authorized by the District and listed on a Written Request of the District for that purpose.

SECTION 1.02. *Interpretation.*

(a) Unless the context otherwise indicates, words expressed in the singular include the plural and vice versa and the use of the neuter, masculine, or feminine gender is for convenience only and include the neuter, masculine or feminine gender, as appropriate.

(b) Headings of articles and sections herein and the table of contents hereof are solely for convenience of reference, do not constitute a part hereof and shall not affect the meaning, construction or effect hereof.

(c) All references herein to “Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution; the words “herein,” “hereof,” “hereby,” “hereunder” and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

SECTION 1.03. *Authority for this Resolution; Findings.* This Resolution is adopted by the Board under the authority of the Bond Law. The Board hereby certifies that all of the things, conditions and acts required to exist, to have happened or to have been performed precedent to and in the issuance of the Series A Bonds do exist, have happened or have been performed in due and regular time and manner as required by the laws of the State of California, and that the amount of the Series A Bonds, together with all other indebtedness of the District, does not exceed any limit prescribed by any laws of

the State of California, which limit may take into account a waiver of bonding capacity granted by the State Board of Education.

ARTICLE II

THE SERIES A BONDS

SECTION 2.01. *Authorization.* The Board hereby authorizes the issuance of the Series A Bonds in the aggregate principal amount not to exceed \$78,000,000 under and subject to the terms of Article XIII A, Section 1 paragraph (b) subsection (2) of the California Constitution, the Bond Law, the Bond Measure and this Resolution, for the purpose of raising money for the acquisition and construction of educational facilities in accordance with the Bond Measure and to pay Costs of Issuance. This Resolution constitutes a continuing agreement between the District and the Owners of all of the Series A Bonds issued or to be issued hereunder and then Outstanding to secure the full and final payment of principal thereof and interest on all Series A Bonds, subject to the covenants, agreements, provisions and conditions herein contained. The Series A Bonds shall be designated the "Oxnard School District (Ventura County, California) General Obligation Bonds, 2022 Election, Series A", together with any further designations as may be identified in the Bond Purchase Agreement, including a bank qualified designation, if appropriate.

The Bonds shall be issued on a tax-exempt basis; provided, however, if legal considerations require that a portion of the Series A Bonds authorized hereunder be issued as a separate series or maturity on a federally taxable basis, District Representatives are authorized to make such designations which shall be reflected in the Bond Purchase Agreement.

SECTION 2.02. *Terms of Series A Bonds.*

(a) Terms of Series A Bonds. The Series A Bonds will be issued as fully registered bonds, without coupons, in the denomination of \$5,000 each or any integral multiple thereof, but in an amount not to exceed the aggregate principal amount of Series A Bonds maturing in the year of maturity of the Series A Bonds for which the denomination is specified. Series A Bonds will be lettered and numbered as the Paying Agent may prescribe. The Series A Bonds will be dated as of the Closing Date.

Interest on the Series A Bonds is payable semiannually on each Interest Payment Date. Each Series A Bond will bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is authenticated as of an Interest Payment Date, in which event it will bear interest from such date, or (ii) it is authenticated prior to an Interest Payment Date and after the close of business on the Record Date preceding such Interest Payment Date, in which event it will bear interest from such Interest Payment Date, or (iii) it is authenticated prior to the first Record Date, in which event it will bear interest from the Closing Date. Notwithstanding the foregoing, if interest on any Series A Bond is in default at the time of authentication thereof, such Series A Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made available for payment thereon.

(b) Maturities; Basis of Interest Calculation. The Series A Bonds will mature on August 1 (unless otherwise provided in the Bond Purchase Agreement) in the years and in the amounts, and will bear interest at the rates (up to a maximum of 6 percent per annum), as determined upon the sale thereof as provided in the Bond Purchase Agreement. Interest on the Series A Bonds will be calculated on the basis of a 360-day year comprised of twelve 30-day months. The final maturity of the Series A Bonds shall not exceed the legal limit identified in the Bond Law, and if the final maturity is more than thirty years after the Closing Date, the Superintendent is authorized to execute a certification confirming that the useful life of the facilities to be financed with the proceeds of the Series A Bonds which mature more than thirty years after the Closing Date exceeds the final maturity date of said Series A Bonds.

(c) CUSIP Identification Numbers. CUSIP identification numbers will be imprinted on the Series A Bonds, but such numbers do not constitute a part of the contract evidenced by the Series A Bonds and any error or omission with respect thereto will not constitute cause for refusal of any purchaser to accept delivery of and pay for the Series A Bonds. In addition, failure on the part of the District to use such CUSIP numbers in any notice to Owners of the Series A Bonds will not constitute an event of default or any violation of the District's contract with such Owners and will not impair the effectiveness of any such notice.

(d) Payment. Interest on the Series A Bonds (including the final interest payment upon maturity or redemption) is payable by check, draft or wire of the Paying Agent mailed to the Owner thereof (which will be DTC so long as the Series A Bonds are held in the book-entry system of DTC) at such Owner's address as it appears on the Registration Books at the close of business on the preceding Record Date; except that at the written request of the Owner of at least \$1,000,000 aggregate principal amount of the Series A Bonds, which written request is on file with the Paying Agent as of any Record Date, interest on such Series A Bonds will be paid by wire payment on the succeeding Interest Payment Date to such account as will be specified in such written request. Principal of and premium (if any) on the Series A Bonds is payable in lawful money of the United States of America upon presentation and surrender at the Office of the Paying Agent.

(e) Provisions of Bond Purchase Agreement to Control. Notwithstanding the foregoing provisions of this Section and the following provisions of Section 2.03, any of the terms of the Series A Bonds may be established or modified under the Bond Purchase Agreement provided such terms are in conformity with the Bond Law. In the event of a conflict or inconsistency between this Resolution and the Bond Purchase Agreement relating to the terms of the Series A Bonds, the provisions of the Bond Purchase Agreement will be controlling.

SECTION 2.03. *Redemption of Series A Bonds.*

(a) Optional Redemption Dates and Prices. The Series A Bonds are subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, from any available source of funds, commencing on the date identified in the Bond Purchase Agreement, at a price equal to 100% of the principal amount thereof, without premium, together with accrued interest thereon to the redemption date, or as otherwise provided in the Bond Purchase Agreement.

(b) Mandatory Sinking Fund Redemption. If the Bond Purchase Agreement specifies that any one or more maturities of the Series A Bonds are term bonds which are subject to mandatory sinking fund redemption, each such maturity of Series A Bonds shall be subject to such mandatory sinking fund redemption on August 1 (unless otherwise provided in the Bond Purchase Agreement) in each of the years and in the respective principal amounts as set forth in the Bond Purchase Agreement, at a redemption price equal to 100% of the principal amount thereof to be redeemed (without premium), together with interest accrued thereon to the date fixed for redemption. If any such term bonds are redeemed under the provisions of the preceding clause (a), the total amount of all future payments under this subsection (b) with respect to such term bonds shall be reduced by the aggregate principal amount of such term bonds so redeemed, to be allocated among such payments on a pro rata basis in integral multiples of \$5,000 (or on such other basis as the District may determine) as set forth in written notice given by the District to the Paying Agent.

(c) Selection of Series A Bonds for Redemption. Whenever less than all of the Outstanding Series A Bonds of any one maturity are designated for redemption, the Paying Agent shall select the Outstanding Series A Bonds of such maturity to be redeemed by lot in any manner deemed fair by the Paying Agent. For purposes of such selection, each Series A Bond will be deemed to consist of individual bonds of \$5,000 principal amount. The Series A Bonds may all be separately redeemed.

(d) Redemption Procedure. The Paying Agent will cause notice of any redemption to be mailed, first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the respective Owners of any Series A Bonds designated for redemption, at their addresses appearing on the Registration Books. Such notice may be a conditional notice of redemption and subject to rescission as set forth in clause (e) below. Such mailing is not a condition precedent to such redemption and the failure to mail or to receive any such notice will not affect the validity of the proceedings for the redemption of such Series A Bonds. In addition, the Paying Agent will give notice of redemption by telecopy or certified, registered or overnight mail to the Municipal Securities Rulemaking Board and each of the Securities Depositories at least two days prior to such mailing to the Series A Bond Owners.

Such notice shall state the redemption date and the redemption price and, if less than all of the then Outstanding Series A Bonds are to be called for redemption, shall designate the serial numbers of the Series A Bonds to be redeemed by giving the individual number of each Series A Bond or by stating that all Series A Bonds between two stated numbers, both inclusive, or by stating that all of the Series A Bonds of one or more maturities have been called for redemption, and shall require that such Series A Bonds be then surrendered at the Office of the Paying Agent for redemption at the said redemption price, giving notice also that further interest on such Series A Bonds will not accrue from and after the redemption date.

Upon surrender of Series A Bonds redeemed in part only, the District shall execute and the Paying Agent shall authenticate and deliver to the Owner, at the expense of the District, a new Series A Bond or Bonds, of the same maturity, of authorized denominations in aggregate principal amount equal to the unredeemed portion of the Series A Bond or Bonds.

From and after the date fixed for redemption, if notice of such redemption has been duly given and funds available for the payment of the principal of and interest (and premium, if any) on the Series A Bonds so called for redemption have been duly provided, the Series A Bonds called for redemption will cease to be entitled to any benefit under this Resolution other than the right to receive payment of the redemption price, and no interest will accrue thereon on or after the redemption date specified in the notice. The Paying Agent will cancel all Series A Bonds redeemed under this Section and will furnish a certificate of cancellation to the District.

(e) Right to Rescind Notice of Redemption. The District has the right to rescind any notice of the optional redemption of Series A Bonds under subsection (a) of this Section by written notice to the Paying Agent on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Series A Bonds then called for redemption. The District and the Paying Agent shall have no liability to the Series A Bond Owners or any other party related to or arising from such rescission of redemption. The Paying Agent shall mail notice of such rescission of redemption in the same manner as the original notice of redemption was sent under subsection (c) of this Section.

SECTION 2.04. *Form of Series A Bonds.* The Series A Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon will be substantially in the forms, respectively, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution and the Bond Purchase Agreement, as are set forth in Appendix A attached hereto.

SECTION 2.05. *Execution of Series A Bonds.* The Series A Bonds shall be signed by the manual or facsimile signature of the President of the Board and shall be attested by the manual or facsimile signature of the Secretary or Clerk of the Board. Only those Series A Bonds bearing a certificate of authentication and registration in the form set forth in Appendix A attached hereto, executed and dated by the Paying Agent, shall be valid or obligatory for any purpose or entitled to the benefits of this Resolution, and such certificate of the Paying Agent is conclusive evidence that the Series A Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

SECTION 2.06. *Transfer of Series A Bonds.* Subject to Section 2.10, any Series A Bond may, in accordance with its terms, be transferred, upon the Registration Books, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Series A Bond for cancellation at the Office of the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The District may charge a reasonable sum for each new Series A Bond issued upon any transfer.

Whenever any Series A Bond or Bonds is surrendered for transfer, the District shall execute and the Paying Agent shall authenticate and deliver a new Series A Bond or Bonds, for like aggregate principal amount. No transfers of Series A Bonds shall be required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Series A Bonds for redemption or (b) with respect to a Series A Bond which has been selected for redemption.

SECTION 2.07. *Exchange of Series A Bonds.* Series A Bonds may be exchanged at the principal Office of the Paying Agent for a like aggregate principal amount of Series A Bonds of authorized denominations and of the same maturity, together with a request for exchange signed by the owner or by a person legally empowered to do so in a form satisfactory to the Paying Agent. The District may charge a reasonable sum for each new Series A Bond issued upon any exchange (except in the cases of any exchange of temporary Series A Bonds for definitive Series A Bonds). No exchange of Series A Bonds is required to be made (a) 15 days prior to the date established by the Paying Agent for selection of Series A Bonds for redemption or (b) with respect to a Series A Bond after it has been selected for redemption.

SECTION 2.08. *Registration Books.* The Paying Agent shall keep or cause to be kept sufficient books for the registration and transfer of the Series A Bonds, which shall at all times be open to inspection by the District upon reasonable notice; and, upon presentation for such purpose, the Paying Agent shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Series A Bonds as herein before provided.

SECTION 2.09. *Book-Entry System.* Except as provided below, DTC shall be the Owner of all of the Series A Bonds, and the Series A Bonds shall be registered in the name of Cede & Co. as nominee for DTC. The Series A Bonds shall be initially executed and delivered in the form of a single fully registered Series A Bond for each maturity date of the Series A Bonds in the full aggregate principal amount of the Series A Bonds maturing on such date. The Paying Agent and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Series A Bonds registered in its name for all purposes of this Resolution, and neither the Paying Agent nor the District shall be affected by any notice to the contrary. The Paying Agent and the District have no responsibility or obligation to any Depository System Participant, any person claiming a beneficial ownership interest in the Series A Bonds under or through DTC or a Depository System Participant, or any other person which is not shown on the register of the District as being an owner, with respect to the accuracy of any records maintained by DTC or any Depository System Participant or the payment by DTC or any Depository System Participant by DTC or any Depository System Participant of any amount in respect of the principal or interest with respect to the Series A Bonds. The District shall cause to be paid all principal and interest with respect to the Series A Bonds only to DTC, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal and interest with respect to the Series A Bonds to the extent of the sum or sums so paid. Except under the conditions noted below, no person other than DTC shall receive a Series A Bond. Upon delivery by DTC to the District of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the term "Cede & Co." in this Resolution shall refer to such new nominee of DTC.

If the District determines that it is in the best interest of the beneficial owners that they be able to obtain Series A Bonds and delivers a written certificate to DTC and the District to that effect, DTC shall notify the Depository System Participants of the availability through DTC of Series A Bonds. In such event, the District shall issue, transfer and exchange Series A Bonds as requested by DTC and any other owners in appropriate amounts.

DTC may determine to discontinue providing its services with respect to the Series A Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. Under such circumstances (if there is no successor securities depository), the District shall be obligated to deliver Series A Bonds as described in this Resolution. Whenever DTC requests the District to do so, the District will cooperate with DTC in taking appropriate action after reasonable notice to (a) make available one or more separate Series A Bonds evidencing the Series A Bonds to any Depository System Participant having Series A Bonds credited to its DTC account or (b) arrange for another securities depository to maintain custody of certificates evidencing the Series A Bonds.

Notwithstanding any other provision of this Resolution to the contrary, so long as any Series A Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to the principal and interest with respect to such Series A Bond and all notices with respect to such Series A Bond shall be made and given, respectively, to DTC as provided as in the representation letter delivered on the date of issuance of the Series A Bonds.

Section 2.10. *Transfer Under Book-Entry System: Discontinuation of Book-Entry System.* Registered ownership of the Series A Bonds, or any portion thereof, may not be transferred except as follows:

(i) To any successor of Cede & Co., as nominee of DTC, or its nominee, or to any substitute depository designated pursuant to clause (ii) of this section (a “substitute depository”); *provided that* any successor of Cede & Co., as nominee of DTC or substitute depository, shall be qualified under any applicable laws to provide the services proposed to be provided by it;

(ii) To any substitute depository not objected to by the District, upon (1) the resignation of the DTC or its successor (or any substitute depository or its successor) from its functions as depository, or (2) a determination by the District to substitute another depository for DTC (or its successor) because DTC or its successor (or any substitute depository or its successor) is no longer able to carry out its functions as depository; *provided, that* any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it; or

(iii) To any person upon (1) the resignation of DTC or its successor (or substitute depository or its successor) from its functions as depository, or (2) a determination by the District to remove The Depository Trust Company or its successor (or any substitute depository or its successor) from its functions as depository.

ARTICLE III

SALE OF SERIES A BONDS; APPLICATION OF PROCEEDS

SECTION 3.01. *Sale of Series A Bonds; Approval of Sale Documents.*

(a) Negotiated Sale of Series A Bonds. Pursuant to Section 53508.7 of the Bond Law, the Board hereby authorizes the negotiated sale of the Series A Bonds with an investment banking firm to be identified by the Superintendent at the recommendation of the Municipal Advisor. The Series A Bonds shall be sold pursuant to the Bond Purchase Agreement, in substantially the form on file with the Secretary or Clerk of the Board, with such changes therein, deletions therefrom and modifications thereto as a District Representative may approve, such approval to be conclusively evidenced by the execution and delivery of the Bond Purchase Agreement. The Board hereby authorizes a District Representative to execute and deliver the final form of the Bond Purchase Agreement in the name and on behalf of the District, so long as the limitations contained herein are reflected in the Purchase Contract, including:

- (i) the Series A Bonds shall be issued as current interest bonds only and shall bear a rate of interest of not to exceed the legal limit of 8 percent per annum;
- (ii) the Series A Bonds shall have a final maturity date that does not extend beyond legal limits;
- (iii) the ratio of total debt service to principal for the Series A Bonds shall not exceed the legal limit of 4:1; and
- (iv) the Underwriter's discount shall not exceed 0.385% of the principal amount of the Series A Bonds.

In accordance with Section 53508.7 of the Bond Law, the Board has determined to sell the Series A Bonds at negotiated sale for the following reasons: (a) a negotiated sale provides more flexibility to choose the time and date of the sale which is advantageous in a volatile municipal bond market; (b) a negotiated sale will permit the time schedule for the issuance and sale of the Series A Bonds to be expedited if beneficial to the District and (c) a negotiated sale provides time for the designated Underwriter to educate potential investors about the District, its finances and tax base, recent events in the District and in the bond market.

This resolution authorizes original issue premium to be retained by the Underwriter for the purpose of paying Underwriter's discount as provided in (iv) above and other costs of issuance at the direction of the District as provided in the Bond Purchase Agreement. Any original issue premium received by the District shall be deposited in the fund established pursuant to Section 4.02.

(b) Official Statement. The Board hereby approves, and hereby deems nearly final within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934, the Preliminary Official Statement describing the Series A Bonds in substantially the form on

file with the Clerk of the Board. A District Representative is hereby authorized to execute an appropriate certificate stating the Board's determination that the Preliminary Official Statement has been deemed nearly final within the meaning of such Rule. A District Representative is hereby authorized and directed to approve any changes in or additions to a final form of said Official Statement, and the execution thereof by a District Representative shall be conclusive evidence of his or her approval of any such changes and additions. The Board hereby authorizes the distribution of the Official Statement by the Underwriter. The final Official Statement shall be executed in the name and on behalf of the District by a District Representative.

(c) Actions to Close Bond Issuance. Each District Representative and any and all other officers of the District are each authorized and directed in the name and on behalf of the District to execute and deliver any and all certificates, requisitions, agreements including escrow agreement, notices, consents, warrants and other documents, which they or any of them might deem necessary or appropriate in order to consummate the lawful issuance, sale and delivery of the Series A Bonds, including but not limited to the execution and delivery of a document with respect to the engagement of the Paying Agent appointed hereby, applying for a municipal bond insurance policy and executing all items related to obtaining such policy, if in the best economic interests of the District, and an agreement facilitating the payment of Costs of Issuance. Whenever in this Resolution any officer of the District is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf if such officer is absent or unavailable.

SECTION 3.02. *Application of Proceeds of Sale of Series A Bonds.* The proceeds of the Series A Bonds shall be paid to the County Treasurer on the Closing Date, and shall be applied by the County Treasurer as follows:

- (a) The portion of the proceeds representing the premium (if any) received by the County Treasurer on the sale of the Series A Bonds will be deposited in the Debt Service Fund established pursuant to Section 4.02.
- (b) All remaining proceeds received by the County Treasurer from the sale of the Series A Bonds will be deposited in the Building Fund established pursuant to Section 3.03.

At the option of the District, a portion of the proceeds of the Series A Bonds to be used by the District to pay Costs of Issuance may be deposited with a custodian selected by the District. A District Representative is authorized to enter into an agreement with such custodian to facilitate such payment. The Bond Purchase Agreement may provide that the Underwriter is obligated to pay certain Costs of Issuance and a District Representative is authorized to review and consent to a schedule of such and related custodial agreement.

SECTION 3.03. *Building Fund.* The County Treasurer shall hold a fund created by the County Office of Education designated as the "Oxnard School District, 2022 Election, Series A Building Fund," into which the proceeds from the sale of the Series A Bonds shall be deposited, to the extent required under Section 3.02(b). The District shall maintain separate accounting for the proceeds of the Series A Bonds, including all earnings

received from the investment thereof. Amounts credited to the Building Fund for the Series A Bonds shall be expended by the District solely for the financing of projects for which the Series A Bond proceeds are authorized to be expended under the Bond Measure (which includes related Costs of Issuance). All interest and other gain arising from the investment of proceeds of the Series A Bonds shall be retained in the Building Fund and used for the purposes thereof. At the Written Request of the District filed with the County Treasurer, any amounts remaining on deposit in the Building Fund and not needed for the purposes thereof shall be withdrawn from the Building Fund and transferred to the Debt Service Fund, to be applied to pay the principal of and interest on the Series A Bonds.

If excess amounts remain on deposit in the Building Fund after payment in full of the Series A Bonds, any such excess amounts shall be transferred to the general fund of the District, to be applied for the purposes for which the Series A Bonds have been authorized or otherwise in accordance with the Bond Law.

SECTION 3.04. *Professionals; Estimated Financing Costs.* The firm of Jones Hall, A Professional Law Corporation, has previously been engaged to act as the District's bond counsel and disclosure counsel, and the firm of CFW Advisory Services, LLC, has previously been engaged to act as the District's municipal advisor (the "Municipal Advisor"), in connection with the District's financings, and such engagements are confirmed pursuant to contracts previously approved together with any necessary addenda. The estimated costs of issuance associated with the sale of the Series A Bonds is set forth in Appendix B.

SECTION 3.05. *Findings Regarding Useful Life.* In the event that the Series A Bonds are issued with a maturity which extends beyond thirty years, a District Representative which is familiar with the projects to be financed with the proceeds of the Series A Bonds is authorized to make the required findings with respect to the useful life of the projects and the Series A Bonds.

ARTICLE IV

SECURITY FOR THE SERIES A BONDS; DEBT SERVICE FUND

SECTION 4.01. *Security for the Series A Bonds.* The Series A Bonds are general obligations of the District. The Board has the power to direct the County to levy *ad valorem* taxes upon all property within the District that is subject to taxation by the District, without limitation of rate or amount, for the payment of the Series A Bonds and the interest thereon. The District hereby directs the County to levy on all the taxable property in the District, in addition to all other taxes, a continuing direct and *ad valorem* tax annually during the period the Series A Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Series A Bonds when due, including the principal of any Series A Bonds upon the mandatory sinking fund redemption thereof under Section 2.03(b), which moneys when collected will be paid to the County Treasurer and placed in the Debt Service Fund.

No part of any fund or account of the County is pledged or obligated to the payment of the Series A Bonds. The principal of and interest on Series A Bonds do not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents or employees thereof. Neither the County, the State of California, any of its political subdivisions nor any of the officers, agents or employees thereof are liable on the Series A Bonds. In no event are the principal of and interest on Series A Bonds payable out of any funds or properties of the District other than *ad valorem* taxes levied on taxable property in the District. The Series A Bonds, including the interest thereon, are payable solely from taxes levied under Sections 15250 and 15252 of the Education Code; provided, however, nothing herein contained prevents the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

As provided in Section 15251 of the Education Code, the Series A Bonds are secured by a statutory lien on all revenues received pursuant to the levy and collection of the *ad valorem* tax. The lien attaches automatically without further action or authorization by the District and is valid and binding from the time the Series A Bonds are executed and delivered.

SECTION 4.02. *Establishment of Debt Service Fund.* The County Office of Education will establish a fund which the County Treasurer will hold to be known as the "Oxnard School District General Obligation Bonds, 2022 Election, Series A Debt Service Fund". Said shall be maintained as a separate account, distinct from all other funds of the District. All taxes levied by the County, at the request of the District, for the District's payment of the principal of and interest on the Series A Bonds shall be deposited in the Debt Service Fund promptly upon apportionment of said levy. In addition, the County Treasurer shall deposit into the Debt Service Fund the amount of premium (if any) received by the District on the sale of the Series A Bonds as provided in Section 3.02(a). The amount of such premium which is deposited in the Debt Service Fund shall be applied to pay interest coming due and payable on the Series A Bonds on the next succeeding Interest Payment Dates.

SECTION 4.03. *Disbursements From Debt Service Fund.* The County Treasurer shall hold the Debt Service Fund and make disbursements therefrom in the manner set forth in this Section. The County Treasurer shall transfer amounts on deposit in the Debt Service Fund, to the extent necessary for the District to pay the principal of and interest on the Series A Bonds when due and payable, to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the principal of and interest on the Series A Bonds. DTC will thereupon make payments of principal and interest on the Series A Bonds to the DTC Participants who will thereupon make payments of principal and interest to the beneficial owners of the Series A Bonds. In addition, amounts on deposit in the Debt Service Fund shall be applied to pay the fees and expenses of the Paying Agent insofar as permitted by law, including specifically by Section 15232 of the Education Code. Pursuant to such provision, the District hereby authorizes the application of amounts in the Debt Service Fund to reimburse the County for all costs and expenses incurred by it in processing the District's payments from time to time for the services of the Paying Agent which is designated for the Series A Bonds under Section 6.01. Any moneys remaining in the Debt Service Fund after the Series A Bonds and the interest thereon have been paid by the District, shall be transferred to any other interest and sinking fund for general obligation bond indebtedness of the District, and in the event there is no such debt outstanding, shall be transferred to the District's general fund upon the order of the County, as provided in Section 15234 of the Education Code.

SECTION 4.04. *Pledge of Taxes.* The District hereby pledges all revenues from the property taxes collected from the levy by the Board of Supervisors of the County for the District's payment of the Series A Bonds and amounts on deposit in the Debt Service Fund to the District's payment of the principal or redemption price of and interest on the Series A Bonds. This pledge shall be valid and binding from the date hereof for the benefit of the owners of the Series A Bonds and successors thereto. The property taxes and amounts held in the Debt Service Fund shall be immediately subject to this pledge, and the pledge shall constitute a lien and security interest which shall immediately attach to the property taxes and amounts held in the interest and sinking fund to secure the District's payment of the Series A Bonds and shall be effective, binding, and enforceable against the District, its successors, creditors and all others irrespective of whether those parties have notice of the pledge and without the need of any physical delivery, recordation, filing, or further act. This pledge constitutes an agreement between the District and owners of the Series A Bonds to provide security for the Series A Bonds in addition to any statutory lien that may exist. The District hereby represents and warrants that all of its general obligation bonds, including the Series A Bonds are or were issued to finance or refinance one or more of the projects specified in the applicable voter-approved measure.

SECTION 4.05. *Investments.* All moneys held in any of the funds or accounts established with the County hereunder will be invested in Authorized Investments in accordance with the investment policies of the County, as such policies exist at the time of investment. Obligations purchased as an investment of moneys in any fund or account will be deemed to be part of such fund or account. All interest or gain derived from the investment of amounts in any of the funds or accounts established hereunder will be deposited in the fund or account from which such investment was made, and will be expended for the purposes thereof. The County Treasurer has no responsibility in the reporting, reconciling and monitoring of the investment of the proceeds of the Series A Bonds.

The District covenants that all investments of amounts deposited in any fund or account created by or under this Resolution, or otherwise containing proceeds of the Series A Bonds, shall be acquired and disposed of at the Fair Market Value thereof. For purposes of this Section, the term "Fair Market Value" shall mean, with respect to any investment, the price at which a willing buyer would purchase such investment from a willing seller in a bona fide, arm's length transaction (determined as of the date the contract to purchase or sell the investment becomes binding) if the investment is traded on an established securities market (within the meaning of Section 1273 of the Tax Code) and, otherwise, the term "Fair Market Value" means the acquisition price in a bona fide arm's length transaction (as described above) if (i) the investment is a certificate of deposit that is acquired in accordance with applicable regulations under the Tax Code, (ii) the investment is an agreement with specifically negotiated withdrawal or reinvestment provisions and a specifically negotiated interest rate (for example, a guaranteed investment contract, a forward supply contract or other investment agreement) that is acquired in accordance with applicable regulations under the Tax Code, or (iii) the investment is a United States Treasury Security - State and Local Government Series that is acquired in accordance with applicable regulations of the United States Bureau of Public Debt.

ARTICLE V

OTHER COVENANTS OF THE DISTRICT

SECTION 5.01. *Punctual Payment.* The Board requests and directs the County to levy *ad valorem* taxes, as provided in Section 15250 of the Education Code, so as to enable the District to punctually pay, or cause to be paid, the principal of and interest on the Series A Bonds, in conformity with the terms of the Series A Bonds and of this Resolution. Nothing herein contained shall prevent the District from making advances of its own moneys howsoever derived to any of the uses or purposes permitted by law.

SECTION 5.02. *Books and Accounts; Financial Statements.* The District will keep, or cause to be kept, proper books of record and accounts, separate from all other records and accounts of the District in which complete and correct entries are made of all transactions relating to the expenditure of the proceeds of the Series A Bonds. Such books of record and accounts shall at all times during business hours be subject to the inspection of the Paying Agent and the Owners of not less than 10% in aggregate principal amount of the Series A Bonds then Outstanding, or their representatives authorized in writing.

SECTION 5.03. *Protection of Security and Rights of Series A Bond Owners.* The District will preserve and protect the security of the Series A Bonds and the rights of the Series A Bond Owners, and will warrant and defend their rights against all claims and demands of all persons. Following the issuance of the Series A Bonds by the District, the Series A Bonds shall be incontestable by the District.

SECTION 5.04. *Tax Covenants.* The following covenants apply to the Series A Bonds which are issued on a federally taxable basis.

(a) Private Activity Bond Limitation. The District shall assure that the proceeds of the Series A Bonds are not so used as to cause the Series A Bonds to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(b) Federal Guarantee Prohibition. The District shall not take any action or permit or suffer any action to be taken if the result of the same would be to cause any of the Series A Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Tax Code.

(c) No Arbitrage. The District shall not take, or permit or suffer to be taken by the Paying Agent or the County or otherwise, any action with respect to the proceeds of the Series A Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Series A Bonds to be “arbitrage bonds” within the meaning of Section 148 of the Tax Code.

(d) Maintenance of Tax-Exemption. The District shall take all actions necessary to assure the exclusion of interest on the Series A Bonds from the gross income of the Owners of the Series A Bonds to the same extent as such interest is permitted to be excluded from gross income under the Tax Code as in effect on the Closing Date.

(e) Rebate of Excess Investment Earnings to United States. The District shall calculate or cause to be calculated excess investment earnings with respect to the Series A Bonds which are required to be rebated to the United States of America under Section 148(f) of the Tax Code, and shall pay the full amount of such excess investment earnings to the United States of America in such amounts, at such times and in such manner as may be required under the Tax Code, if and to the extent such Section 148(f) is applicable to the Series A Bonds. Such payments shall be made by the District from any source of legally available funds of the District. The District shall keep or cause to be kept, and retain or cause to be retained for a period of six years following the retirement of the Series A Bonds, records of the determinations made under this subsection (e). In order to provide for the administration of this subsection (e), the District may provide for the employment of independent attorneys, accountants and consultants compensated on such reasonable basis as the District may deem appropriate.

SECTION 5.05. *Continuing Disclosure.* The District hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, which shall be executed by a District Representative and delivered on the Closing Date. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate does not constitute a default by the District hereunder or under the Series A Bonds; however, any Participating Underwriter (as that term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Series A Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

SECTION 5.06. *CDIAC Annual Reporting.* The District hereby covenants and agrees that it will comply with and the provisions of California Government Code Section

8855 subdivision (k) with respect to annual reporting to the California Debt and Investment Advisory Commission. Said reporting will occur at the times and include the types of information as set forth therein. Notwithstanding any other provision of this Resolution, failure of the District to comply with said reporting does not constitute a default by the District hereunder or under the Series A Bonds.

SECTION 5.07. *Further Assurances.* The District will adopt, make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of this Resolution, and for the better assuring and confirming unto the Owners of the Series A Bonds of the rights and benefits provided in this Resolution.

ARTICLE VI

THE PAYING AGENT

SECTION 6.01. *Appointment of Paying Agent.* U.S. Bank Trust Company, National Association, or any successor thereto, is hereby appointed to act as the initial Paying Agent for the Series A Bonds and, in such capacity, shall also act as registration agent and authentication agent for the Series A Bonds. The Paying Agent undertakes to perform such duties, and only such duties, as are specifically set forth in this Resolution, and even during the continuance of an event of default with respect to the Series A Bonds, no implied covenants or obligations shall be read into this Resolution against the Paying Agent. The Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by the District by executing and delivering to the District a certificate or agreement to that effect.

The District may remove the Paying Agent initially appointed, and any successor thereto, and may appoint a successor or successors thereto, but any such successor shall be a bank or trust company doing business and having an office in the State of California, having a combined capital (exclusive of borrowed capital) and surplus of at least \$50,000,000, and subject to supervision or examination by federal or state authority. If such bank or trust company publishes a report of condition at least annually, under law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

The Paying Agent may at any time resign by giving written notice to the District and the Series A Bond Owners of such resignation. Upon receiving notice of such resignation, with the written consent of the County Treasurer (which shall not unreasonably be withheld) the District shall promptly appoint a successor Paying Agent by an instrument in writing. Any resignation or removal of the Paying Agent and appointment of a successor Paying Agent will become effective upon acceptance of appointment by the successor Paying Agent.

Any bank, national association, federal savings association, or trust company into which the Paying Agent may be merged or converted or with which it may be consolidated or any bank, national association, federal savings association, or trust company resulting

from any merger, conversion or consolidation to which it shall be a party or any bank, national association, federal savings association, or trust company to which the Paying Agent may sell or transfer all or substantially all of its corporate trust business, provided such bank, federal savings association, or trust company shall be eligible as described in this Section 6.01 shall be the successor to such Paying Agent, without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

SECTION 6.02. *Paying Agent May Hold Series A Bonds.* The Paying Agent may become the owner of any of the Series A Bonds in its own or any other capacity with the same rights it would have if it were not Paying Agent.

SECTION 6.03. *Liability of Agents.* The recitals of facts, covenants and agreements herein and in the Series A Bonds contained shall be taken as statements, covenants and agreements of the District, and the Paying Agent assumes no responsibility for the correctness of the same, nor makes any representations as to the validity or sufficiency of this Resolution or of the Series A Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent is not liable in connection with the performance of its duties hereunder, except for its own negligence or willful default.

In the absence of bad faith, the Paying Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Paying Agent and conforming to the requirements of this Resolution.

The Paying Agent is not liable for any error of judgment made in good faith by a responsible officer of its corporate trust department in the absence of the negligence of the Paying Agent.

No provision of this Resolution shall require the Paying Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

The Paying Agent may execute any of the powers hereunder or perform any duties hereunder either directly or by or through agents or attorneys and the Paying Agent is not responsible for any misconduct or negligence on the part of any agent or attorney appointed with due care by it hereunder.

SECTION 6.04. *Notice to Paying Agent.* The Paying Agent may rely and shall be protected in acting or refraining from acting upon any notice, resolution, request, consent, order, certificate, report, warrant, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or proper parties. The Paying Agent may consult with counsel, who may be counsel to the District, with regard to legal questions, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith.

Whenever in the administration of its duties under this Resolution the Paying Agent shall deem it necessary or desirable that a matter be proved or established prior to taking

or suffering any action hereunder, such matter (unless other evidence in respect thereof be herein specifically prescribed) may, in the absence of bad faith on the part of the Paying Agent, be deemed to be conclusively proved and established by a certificate of the District, and such certificate shall be full warrant to the Paying Agent for any action taken or suffered under the provisions of this Resolution upon the faith thereof, but in its discretion the Paying Agent may, in lieu thereof, accept other evidence of such matter or may require such additional evidence as to it may seem reasonable.

SECTION 6.05. *Compensation; Indemnification.* The District shall pay to the Paying Agent from time to time reasonable compensation for all services rendered under this Resolution, and also all reasonable expenses, charges, counsel fees and other disbursements, including those of their attorneys, agents and employees, incurred in and about the performance of their powers and duties under this Resolution. The District further agrees to indemnify and save the Paying Agent harmless against any liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

ARTICLE VII

REMEDIES OF SERIES A BOND OWNERS

SECTION 7.01. *Remedies of Series A Bond Owners.* Any Series A Bond Owner has the right, for the equal benefit and protection of all Series A Bond Owners similarly situated:

- (a) by mandamus, suit, action or proceeding, to compel the District and its members, officers, agents or employees to perform each and every term, provision and covenant contained in this Resolution and in the Series A Bonds, and to require the carrying out of any or all such covenants and agreements of the District and the fulfillment of all duties imposed upon it;
- (b) by suit, action or proceeding in equity, to enjoin any acts or things which are unlawful, or the violation of any of the Series A Bond Owners' rights; or
- (c) upon the happening and continuation of any default by the District hereunder or under the Series A Bonds, by suit, action or proceeding in any court of competent jurisdiction, to require the District and its members and employees to account as if it and they were the trustees of an express trust.

SECTION 7.02. *Remedies Not Exclusive.* No remedy herein conferred upon the Owners of Series A Bonds is exclusive of any other remedy. Each and every remedy is cumulative and may be exercised in addition to every other remedy given hereunder or thereafter conferred on the Series A Bond Owners.

SECTION 7.03. *Non-Waiver.* Nothing in this Article VII or in any other provision of this Resolution or in the Series A Bonds, affects or impairs the obligation of the District,

which is absolute and unconditional, to pay the principal of and interest on the Series A Bonds to the respective Owners of the Series A Bonds at the respective dates of maturity, as herein provided, or affects or impairs the right of action against the District, which is also absolute and unconditional, of such Owners to institute suit against the District to enforce such payment by virtue of the contract embodied in the Series A Bonds.

A waiver of any default by any Series A Bond Owner shall not affect any subsequent default or impair any rights or remedies on the subsequent default. No delay or omission of any Owner of any of the Series A Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein, and every power and remedy conferred upon the Series A Bond Owners by this Article VII may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners of the Series A Bonds.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Series A Bond Owners, the District and the Series A Bond Owners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

ARTICLE VIII

AMENDMENT OF THIS RESOLUTION

SECTION 8.01. *Amendments Effective Without Consent of the Owners.* The Board may amend this Resolution from time to time, without the consent of the Owners of the Series A Bonds, for any one or more of the following purposes:

- (a) To add to the covenants and agreements of the District in this Resolution, other covenants and agreements to be observed by the District which are not contrary to or inconsistent with this Resolution as theretofore in effect;
- (b) To confirm, as further assurance, any pledge under, and to subject to any lien or pledge created or to be created by, this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;
- (c) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution, in a manner which does not materially adversely affect the interests of the Series A Bond Owners in the opinion of Bond Counsel filed with the District; or
- (d) To make such additions, deletions or modifications as may be necessary or desirable to assure exemption from federal income taxation of interest on the Series A Bonds.

SECTION 8.02. *Amendments Effective With Consent of the Owners.* The Board may amend this Resolution from time to time for any purpose not set forth in Section 8.01,

with the written consent of the Owners of a majority in aggregate principal amount of the Series A Bonds Outstanding at the time such consent is given. Without the consent of all the Owners of such Series A Bonds, no such modification or amendment shall permit (a) a change in the terms of maturity of the principal of any Outstanding Series A Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, (b) a reduction of the percentage of Series A Bonds the consent of the Owners of which is required to effect any such modification or amendment, (c) a change in any of the provisions in Section 7.01 or (d) a reduction in the amount of moneys pledged for the repayment of the Series A Bonds, and no right or obligation of any Paying Agent may be changed or modified without its written consent.

ARTICLE IX

MISCELLANEOUS

SECTION 9.01. *Benefits of Resolution Limited to Parties.* Nothing in this Resolution, expressed or implied, gives any person other than the District, the County, the Paying Agent and the Owners of the Series A Bonds, any right, remedy, claim under or by reason of this Resolution. The covenants, stipulations, promises or agreements in this Resolution are for the sole and exclusive benefit of the Owners of the Series A Bonds.

SECTION 9.02. *Defeasance of Series A Bonds.*

(a) Discharge of Resolution. Any or all of the Series A Bonds may be paid by the District in any of the following ways, provided that the District also pays or causes to be paid any other sums payable hereunder by the District:

- (i) by paying or causing to be paid the principal or redemption price of and interest on such Series A Bonds, as and when the same become due and payable;
- (ii) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in Section 9.02(c) hereof) with the Paying Agent or other escrow agent to pay or redeem such Series A Bonds; or
- (iii) by delivering such Series A Bonds to the Paying Agent for cancellation by it.

If the District pays all Outstanding Series A Bonds and also pays or causes to be paid all other sums payable hereunder by the District, then and in that case, at the election of the District (evidenced by a certificate of a District Representative filed with the Paying Agent, signifying the intention of the District to discharge all such indebtedness and this Resolution), and notwithstanding that any Series A Bonds have not been surrendered for payment, this Resolution and other assets made under this Resolution and all covenants, agreements and other obligations of the District under this Resolution shall cease, terminate, become void and be completely discharged and satisfied, except only as provided in Section 9.02(b). In such event, upon request of the District, the Paying Agent shall cause an accounting for such period or periods as may be requested by the District

to be prepared and filed with the District and shall execute and deliver to the District all such instruments as may be necessary to evidence such discharge and satisfaction, and the Paying Agent shall pay over, transfer, assign or deliver to the District all moneys or securities or other property held by it under this Resolution which are not required for the payment or redemption of Series A Bonds not theretofore surrendered for such payment or redemption.

(b) Discharge of Liability on Series A Bonds. Upon the deposit, in trust, at or before maturity, of money or securities in the necessary amount (as provided in Section 9.02(c) hereof) to pay or redeem any Outstanding Series A Bond (whether upon or prior to its maturity or the redemption date of such Series A Bond), provided that, if such Series A Bond is to be redeemed prior to maturity, notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, then all liability of the District in respect of such Series A Bond shall cease and be completely discharged, except only that thereafter the Owner thereof shall be entitled only to payment of the principal of and interest on such Series A Bond by the District, and the District shall remain liable for such payment, but only out of such money or securities deposited with the Paying Agent as aforesaid for such payment, provided further, however, that the provisions of Section 9.02(d) shall apply in all events.

The District may at any time surrender to the Paying Agent for cancellation by it any Series A Bonds previously issued and delivered, which the District may have acquired in any manner whatsoever, and such Series A Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired.

(c) Deposit of Money or Securities with Agent. Whenever in this Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent or other agent money or securities in the necessary amount to pay or redeem any Series A Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established under this Resolution and shall be:

- (i) lawful money of the United States of America in an amount equal to the principal amount of such Series A Bonds and all unpaid interest thereon to maturity, except that, in the case of Series A Bonds which are to be redeemed prior to maturity and in respect of which notice of such redemption has been given as provided in Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice, the amount to be deposited or held shall be the principal amount or redemption price of such Series A Bonds and all unpaid interest thereon to the redemption date; or
- (ii) Federal Securities (not callable by the issuer thereof prior to maturity) the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Series A Bonds to be paid or redeemed, as such principal or redemption price and interest become due, provided that, in the case of Series A Bonds which are to be redeemed prior to the maturity thereof, notice of such redemption has been given as provided in

Section 2.03 or provision satisfactory to the Paying Agent has been made for the giving of such notice.

(d) Payment of Series A Bonds After Discharge of Resolution. Notwithstanding any provisions of this Resolution, any moneys held by the Paying Agent or other escrow agent in trust for the payment of the principal or redemption price of, or interest on, any Series A Bonds and remaining unclaimed for two years after the principal of all of the Series A Bonds has become due and payable (whether at maturity or upon call for redemption or by acceleration as provided in this Resolution), if such moneys were so held at such date, or two years after the date of deposit of such moneys if deposited after said date when all of the Series A Bonds became due and payable, shall, upon request of the District, be repaid to the District free from the trusts created by this Resolution, and all liability of the Paying Agent with respect to such moneys shall thereupon cease; *provided, however,* that before the repayment of such moneys to the District as aforesaid, the Paying Agent may (at the cost of the District) first mail to the Owners of all Series A Bonds which have not been paid at the addresses shown on the Registration Books a notice in such form as may be deemed appropriate by the Paying Agent, with respect to the Series A Bonds so payable and not presented and with respect to the provisions relating to the repayment to the District of the moneys held for the payment thereof. Thereafter, the District shall remain liable to the Owners for payment of any amounts due on the Series A Bonds, which amounts shall be deemed to be paid by the District from moneys remitted to it by the Paying Agent under this subsection (d).

SECTION 9.03. *Execution of Documents and Proof of Ownership by Series A Bond Owners.* Any request, declaration or other instrument which this Resolution may require or permit to be executed by Series A Bond Owners may be in one or more instruments of similar tenor, and shall be executed by Series A Bond Owners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Series A Bond Owner or his attorney of such request, declaration or other instrument, or of such writing appointing such attorney, may be proved by the certificate of any notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he purports to act, that the person signing such request, declaration or other instrument or writing acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer.

Except as otherwise herein expressly provided, the ownership of registered Series A Bonds and the amount, maturity, number and date of holding the same shall be proved by the Registration Books.

Any request, declaration or other instrument or writing of the Owner of any Series A Bond shall bind all future Owners of such Series A Bond in respect of anything done or suffered to be done by the District or the Paying Agent in good faith and in accordance therewith.

SECTION 9.04. *Waiver of Personal Liability.* No Board member, officer, agent or employee of the District shall be individually or personally liable for the payment of the principal of or interest on the Series A Bonds; but nothing herein contained shall relieve

any such Board member, officer, agent or employee from the performance of any official duty provided by law.

SECTION 9.05. *Limited Duties of County; Indemnification.* The County (including its officers, agents and employees) shall undertake only those duties of the County under this Resolution which are specifically set forth in this Resolution and in applicable provisions of the Bond Law and the Education Code, and even during the continuance of an event of default with respect to the Series A Bonds, no implied covenants or obligations shall be read into this Resolution against the County (including its officers, agents and employees).

The District further agrees to indemnify, defend and save the County (including its officers, agents and employees) harmless against any and all liabilities, costs, expenses, damages and claims which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or bad faith.

SECTION 9.06. *Destruction of Canceled Series A Bonds.* Whenever in this Resolution provision is made for the surrender to the District of any Series A Bonds which have been paid or canceled under the provisions of this Resolution, a certificate of destruction duly executed by the Paying Agent shall be deemed to be the equivalent of the surrender of such canceled Series A Bonds and the District shall be entitled to rely upon any statement of fact contained in any certificate with respect to the destruction of any such Series A Bonds therein referred to.

SECTION 9.07. *Partial Invalidity.* If any section, paragraph, sentence, clause or phrase of this Resolution shall for any reason be held illegal or unenforceable, such holding shall not affect the validity of the remaining portions of this Resolution. The District hereby declares that it would have adopted this Resolution and each and every other section, paragraph, sentence, clause or phrase hereof and authorized the issue of the Series A Bonds pursuant thereto irrespective of the fact that any one or more sections, paragraphs, sentences, clauses, or phrases of this Resolution may be held illegal, invalid or unenforceable. If, by reason of the judgment of any court, the District is rendered unable to perform its duties hereunder, all such duties and all of the rights and powers of the District hereunder shall be assumed by and vest in the chief financial officer of the District in trust for the benefit of the Series A Bond Owners.

SECTION 9.08. *Federally Taxable Maturity or Series.* If legal considerations require that a portion of the Series A Bonds be issued as a separate series on a federally taxable basis, the District Representatives are authorized to make such designations. Such considerations may include addressing conditions, if any, in the bond market that could result in capitalized interest on the Series A Bonds exceeding thirty-six months, in which case a portion of the principal amount authorized hereunder may be issued as a separate series of bonds or bond maturity, on a federally taxable basis, in accordance with the parameters described herein. In addition if there is a change in law permitting bonds to be issued as taxable tax credit bonds such as Build America Bonds or similar instruments, this resolution provides authority for such issuance and the District Representatives are authorized to make appropriate designations.

SECTION 9.08. *Effective Date of Resolution.* This Resolution shall take effect from and after the date of its passage and adoption.

* * * * *

PASSED AND ADOPTED on February 15, 2023, by the following vote:

[Identify votes or other disposition by trustee last name]

Adopted by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

Attest:

President of the Board

Clerk/Secretary of the Board

APPENDIX A
FORM OF BOND

REGISTERED BOND NO. _____

\$_____

OXNARD SCHOOL DISTRICT
(Ventura County, California)
GENERAL OBLIGATION BOND
2022 ELECTION, SERIES A

**INTEREST RATE
PER ANNUM:**

MATURITY DATE:

DATED DATE:

CUSIP:

REGISTERED OWNER:

PRINCIPAL AMOUNT: * _____ DOLLARS*****

The Oxnard School District (the "District"), located in the County of Ventura (the "County"), for value received, hereby promises to pay to the Registered Owner named above, or registered assigns, the principal amount on the Maturity Date, each as stated above, and interest thereon, calculated on a 30/360 day basis, until the principal amount is paid or provided for, at the Interest Rate stated above, such interest to be paid on February 1 and August 1 of each year, commencing August 1, 2023 (the "Interest Payment Dates"). This Bond will bear interest from the Interest Payment Date next preceding the date of authentication hereof, unless (a) it is authenticated as of a business day following the 15th day of the month immediately preceding any Interest Payment Date and on or before such Interest Payment Date, in which event it shall bear interest from such Interest Payment Date, or (b) it is authenticated on or before July 15, 2023, in which event it shall bear interest from the Dated Date referred to above. Principal hereof is payable at the corporate trust office of the paying agent for the Bonds (the "Paying Agent"), initially being U.S. Bank Trust Company, National Association, San Francisco, California, as the designated paying agent. Interest hereon (including the final interest payment upon maturity) is payable by check or draft of the Paying Agent mailed by first-class mail to the Owner at the Owner's address as it appears on the registration books maintained by the Paying Agent as of the close of business on the 15th day of the month next preceding such Interest Payment Date (the "Record Date"), or at such other address as the Owner may have filed with the Paying Agent for that purpose.

This Bond is one of a duly authorized issue of Bonds of the District designated as "Oxnard School District (Ventura County, California) General Obligation Bonds, 2022 Election, Series A" (the "Bonds"), in an aggregate principal amount of \$78,000,000, all of like tenor and date (except for such variation, if any, as may be required to designate

varying numbers, maturities, interest rates or redemption and other provisions) and all issued under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law"), and under a Resolution of the Board of Trustees of the District adopted on February 15, 2023 (the "Resolution"), authorizing the issuance of the Bonds. The issuance of the Bonds has been authorized by the requisite fifty-five percent vote of the electors of the District cast at a special bond election held on November 8, 2022, upon the question of issuing bonds in the amount of \$215,000,000. This Bond is secured by a statutory lien on all revenues received pursuant to the levy and collection of the *ad valorem* tax, which attaches automatically without further action or authorization by the District and is valid and binding from the time this Bond is executed and delivered.

The Bonds are being issued subject to the terms and conditions of the Resolution. All capitalized terms herein and not otherwise defined have the meaning given them in the Resolution. Reference is hereby made to the Resolution (a copy of which is on file at the office of the Paying Agent) and the Bond Law for a description of the terms on which the Bonds are issued and the rights thereunder of the owners of the Bonds and the rights, duties and immunities of the Paying Agent and the rights and obligations of the District thereunder, to all of the provisions of which Resolution the Owner of this Bond, by acceptance hereof, assents and agrees.

The principal of and interest on this Bond does not constitute a debt of the County, the State of California, or any of its political subdivisions other than the District, or any of the officers, agents and employees thereof, and neither the County, the State of California, any of its political subdivisions, nor any of the officers, agents and employees thereof shall be liable hereon. In no event shall the principal of and interest on this Bond be payable out of any funds or properties of the District other than *ad valorem* taxes levied upon all taxable property in the District.

The Bonds of this issue are issuable only as fully registered Bonds in the denominations of \$5,000 principal amount or any integral multiple thereof. This Bond is exchangeable and transferable for Bonds of other authorized denominations at the principal corporate trust office of the Paying Agent, by the Registered Owner or by a person legally empowered to do so, upon presentation and surrender hereof to the Paying Agent, together with a request for exchange or an assignment signed by the Registered Owner or by a person legally empowered to do so, in a form satisfactory to the Paying Agent, all subject to the terms, limitations and conditions provided in the Bond Resolution. Any tax or governmental charges shall be paid by the transferor. The District and the Paying Agent may deem and treat the Registered Owner as the absolute owner of this Bond for the purpose of receiving payment of or on account of principal or interest and for all other purposes, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

The Bonds maturing on or after August 1, 20__ are subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, from any available source of funds, on August 1, 20__ or on any date thereafter, at a price equal to 100% of the principal amount thereof, without premium, together with accrued interest thereon to the redemption date.

For the purpose of selection for optional redemption, the Bonds will be deemed to consist of \$5,000 portions (principal amount), and any such portion may be separately redeemed.

The Bonds maturing on August 1, 20__ and August 1, 20__ (collectively, the “Term Bonds”), are subject to mandatory sinking fund redemption on August 1 of each year in accordance with the respective schedule set forth below for such Term Bonds. The Term Bonds so called for mandatory sinking fund redemption shall be redeemed in the sinking fund payments amounts and on the dates set forth below, without premium. If any Term Bonds are redeemed under the foregoing optional redemption provisions, the total amount of all future sinking payments with respect to such Term Bonds will be reduced by the aggregate principal amount of such Term Bonds so redeemed, to be allocated among such payments on a pro rata basis in integral multiples of \$5,000.

Term Bonds Maturing August 1, 20__

Redemption Date (August 1)	Sinking Fund Redemption
---------------------------------------	------------------------------------

Term Bonds Maturing August 1, 20__

Redemption Date (August 1)	Sinking Fund Redemption
---------------------------------------	------------------------------------

The Paying Agent shall give notice of the redemption of the Bonds at the expense of the District. Such notice shall specify: (a) that the Bonds or a designated portion thereof are to be redeemed, (b) the numbers and CUSIP numbers of the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the redemption will be made, and (e) descriptive information regarding the Bonds including the dated date, interest rate and stated maturity date. Such notice shall further state that on the specified date there shall become due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to said date, and that from and after such date interest with respect thereto shall cease to accrue and be payable. Such notice may be conditional and subject to rescission as described in the Resolution.

Notice of redemption shall be by registered or otherwise secured mail or delivery service, postage prepaid, to the registered owner of the Bonds, to a municipal registered securities depository and to a national information service that disseminates securities redemption notices and, by first class mail, postage prepaid, to the District and the respective Owners of any Bonds designated for redemption at their addresses appearing on the Bond registration books, in every case at least 20 days, but not more than 60 days, prior to the redemption date; provided that neither failure to receive such notice nor any defect in any notice so mailed shall affect the sufficiency of the proceedings for the redemption of such Bonds.

Neither the District nor the Paying Agent will be required: (a) to issue or transfer any Bond during a period beginning with the opening of business on the 15th calendar day next preceding either any Interest Payment Date or any date of selection of any Bond to be redeemed and ending with the close of business on the Interest Payment Date or a day on which the applicable notice of redemption is given, or (b) to transfer any Bond which has been selected or called for redemption in whole or in part.

It is certified, recited and declared that all acts and conditions required by the Constitution and laws of the State of California to exist, to be performed or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the District, have been performed and have been met in regular and due form as required by law; that payment in full for the Bonds has been received; that no statutory or constitutional limitation on indebtedness or taxation has been exceeded in issuing the Bonds; and that due provision has been made for levying and collecting *ad valorem* property taxes on all of the taxable property within the District in an amount sufficient to pay principal and interest when due.

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Paying Agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest in this Bond.

This Bond shall be not be valid or obligatory for any purpose and is not entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been manually signed by the Paying Agent.

IN WITNESS WHEREOF, the Oxnard School District has caused this Bond to be executed by the manual or facsimile signature of its President and attested by the manual or facsimile signature of the Secretary of its Board of Trustees, all as of the date stated above.

OXNARD SCHOOL DISTRICT

By: _____
President
Board of Trustees

Attest:

By: _____
Secretary of the Board

FORM OF CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Resolution.

Authentication Date: _____

**U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION, as Paying
Agent**

By: _____
Authorized Signatory

* * * * *

FORM OF ASSIGNMENT

For value received, the undersigned do(es) hereby sell, assign and transfer unto

(Name, Address and Tax Identification or Social Security Number of Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint _____
_____, attorney, to transfer the same on the
registration books of the Bond Registrar, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

Note: Signature(s) must be guaranteed by an
eligible guarantor institution.

Note: The signature(s) on this Assignment must
correspond with the name(s) as written on the face of
the within Bond in every particular without alteration or
enlargement or any change whatsoever.

APPENDIX B

REQUIRED DISCLOSURES PURSUANT TO GOVERNMENT CODE SECTION 5852.1

1. True Interest Cost of the Bonds (Estimated): 4.351% (All-In)
2. Finance charge of the Bonds, being the sum of all fees and charges paid to third parties (Estimated): Costs of Issuance (\$250,000.00), plus Underwriter's compensation (\$300,300.00). and premium for Bond Insurance (if obtained) (\$312,225).
3. Proceeds of the Bonds expected to be received by District for deposit to Building Fund, net of proceeds for Costs of Issuance in (2) above to paid from the principal amount of the Bonds, and capitalized interest (if any) and reserves (if any) (Estimated): \$77,137,474.23
4. Total Payment Amount for the Bonds, being the sum of (a) debt service to be paid on the bonds to final maturity, plus (b) any financing costs not paid from proceeds of the Bonds (Estimated): \$156,112,882.50 (2.00:1)

**Information based on estimates made in good faith by the District's Municipal Advisor. Estimates include par amount of \$78,000,000 and certain assumptions regarding tax-exempt rates available in the bond market at the time of pricing the bonds.*

\$ _____
OXNARD SCHOOL DISTRICT
(Ventura County, California)
General Obligation Bonds
2022 Election, Series A

BOND PURCHASE AGREEMENT

March __, 2023

Board of Trustees
Oxnard School District
1051 South A Street
Oxnard, California 93030

Ladies and Gentlemen:

Raymond James & Associates, Inc., as underwriter (the "Underwriter"), acting on its own behalf and not as fiduciary or agent for the hereinafter defined District, offers to enter into this Bond Purchase Agreement (this "Purchase Agreement") with the Oxnard School District (the "District"), which, upon acceptance hereof by the District, will be binding upon the District and the Underwriter. This offer is made subject to the written acceptance of this Purchase Agreement by the District and delivery of such acceptance to the Underwriter at its office prior to 11:59 p.m., California Time, on the date hereof.

1. **Purchase and Sale of the Bonds.** Upon the terms and conditions and in reliance upon the representations, warranties and agreements herein set forth, the Underwriter hereby agrees to purchase from the District for reoffering to the public, and the District hereby agrees to sell to the Underwriter for such purpose, all (but not less than all) of \$ _____ in aggregate principal amount of the Oxnard School District (Ventura County, California) General Obligation Bonds, 2022 Election, Series A (the "Bonds"). The Underwriter shall purchase the Bonds at a purchase price of \$ _____ (representing the principal amount of the Bonds of \$ _____, plus original issue premium of \$ _____, less Underwriter's discount of \$ _____, and less premium for the Bond Insurance Policy (defined below) of \$ _____ which the District requests that the Underwriter wire directly to the Bond Insurer (defined below) on the Closing Date (defined below)).

The District acknowledges and agrees that: (i) the primary role of the Underwriter is to purchase securities for resale to investors in an arms-length commercial transaction between the District and the Underwriter and that the Underwriter has financial and other interests that differ from those of the District, (ii) in connection with such transaction, including the process leading thereto, the Underwriter is acting solely as a principal and is not acting as an agent or fiduciary of the District or as a Municipal Advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended), of the District or its advisors in connection with the matters contemplated by this Purchase Agreement and (iii) the Underwriter has not assumed any advisory or fiduciary responsibility to the District with respect to (a) the transaction contemplated hereby and the discussions, undertakings and proceedings leading thereto (irrespective of whether the Underwriter or any affiliate of the Underwriter has provided other services or is currently providing

other services to the District on other matters), (b) any other fiduciary or contractual obligation except for the obligations expressly set forth in this Purchase Agreement, (iv) the only obligations the Underwriter has to the District with respect to the transaction contemplated hereby expressly are set forth in this Purchase Agreement, and (v) the District has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate in connection with the transaction contemplated herein. The District acknowledges that it has previously provided the Underwriter with an acknowledgement of receipt of the required Underwriter disclosure under Rule G-17 of the Municipal Securities Rulemaking Board (the "MSRB").

2. **The Bonds.** The Bonds are issued under the provisions of a resolution adopted by the Board of Trustees of the District on February 15, 2023 (the "Bond Resolution") and the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the "Bond Law"), all for the purpose of financing educational projects approved by District voters at the November 8, 2022 election, as more particularly described in the Bond Resolution. The Bonds shall be dated the date of delivery and shall mature in the years shown on Appendix A hereto, which is incorporated herein by this reference. In addition, the Bonds shall be insured by _____ (the "Bond Insurer") pursuant to a bond insurance policy delivered upon the issuance of the Bonds (the "Bond Insurance Policy").

The Bonds shall be executed and delivered under and in accordance with the provisions of this Purchase Agreement and the Bond Resolution. The Bonds shall be in book-entry form, shall bear CUSIP numbers, shall be in fully registered form initially, registered in the name of Cede & Co., as nominee of the Depository Trust Company ("DTC").

The Bond Resolution approved the execution and delivery of all certificate and documents necessary or appropriate to consummate the lawful issuance of the Bonds, including this Purchase Agreement, a Continuing Disclosure Certificate (as defined herein), the Preliminary Official Statement (as defined herein) and a final Official Statement (as defined herein).

3. **Redemption.** The Bonds shall be subject to redemption as provided in the Bond Resolution and as set forth on Appendix A herein.

4. **Use of Documents.** The District hereby authorizes the Underwriter to use, in connection with the offer and sale of the Bonds, this Purchase Agreement, a Preliminary Official Statement and an Official Statement (both as defined below), the Bond Resolution, and all information contained herein and therein and all of the documents, certificates, or statements furnished by the District to the Underwriter in connection with the transactions contemplated by this Purchase Agreement.

5. **Public Offering of the Bonds.** The Underwriter agrees to make a bona fide public offering of the Bonds initially at the public offering prices (or yields) set forth in Appendix A. Subsequent to the initial public offering the Underwriter shall offer the Bonds in accordance with the requirements of Section 11. The Bonds may be offered and sold to certain dealers at prices lower than such initial public offering prices.

6. **Review of Official Statement.** The Underwriter hereby represents that it has received and reviewed the Preliminary Official Statement with respect to the Bonds, dated _____ (the "Preliminary Official Statement"). The District represents that the Preliminary Official Statement was "deemed final" as of the date thereof, for purposes of Securities and Exchange Commission (the "SEC") Rule 15c2-12 (the "Rule 15c2-12"), except for either revisions

or additions to the offering price(s), interest rate(s), yield(s), Underwriter's discount, aggregate principal amount, principal amount per maturity, delivery date, rating(s) and other terms of the Bonds which depend upon the foregoing as provided in and pursuant to Rule 15c2-12. The District hereby ratifies, confirms and approves of the use and distribution by the Underwriter prior to the date hereof of the Preliminary Official Statement. The District does not object to distribution of the Preliminary Official Statement in electronic form.

The Underwriter agrees that prior to the time the final Official Statement (as defined in Section 10(b)) relating to the Bonds is available, the Underwriter will send to any potential purchaser of the Bonds, upon the request of such potential purchaser, a copy of the most recent Preliminary Official Statement. Such Preliminary Official Statement shall be sent by first class mail (or other equally prompt means) not later than the first business day following the date upon which each such request is received. The District does not object to distribution of the final Official Statement in electronic form.

7. **Closing.** At 9:00 a.m., California Time, on _____, 2023 or at such other time or on such other date as shall have been mutually agreed upon by the District and the Underwriter (such payment and delivery herein called the "Closing," and the date thereof the "Closing Date"), the District will deliver to the Underwriter, through the facilities of DTC utilizing DTC's FAST delivery system, or at such other place as the District and the Underwriter may mutually agree upon, the Bonds in fully registered book-entry form, duly executed and registered in the name of Cede & Co., as nominee of DTC, and at the offices of Jones Hall, A Professional Law Corporation, in San Francisco, California ("Bond Counsel"), the other documents hereinafter mentioned, and the Underwriter will accept such delivery and pay the purchase price thereof set forth in Section 1 in immediately available funds by check, draft or wire transfer to or upon the order of the District.

8. **Representations, Warranties and Agreements of the District.** The District hereby represents, warrants and agrees with the Underwriter that:

- (a) Due Organization. The District is, and will be on the Closing Date, a school district duly organized and validly existing under the laws of the State of California, with the power to issue the Bonds pursuant to the Bond Law, to adopt the Bond Resolution and to enter into this Purchase Agreement, and the Continuing Disclosure Certificate (as defined in paragraph (i) below).
- (b) Due Authorization. (i) At or prior to the Closing, the District will have taken all action required to be taken by it to authorize the issuance and delivery of the Bonds; (ii) the District has full legal right, power and authority to enter into this Purchase Agreement and the Continuing Disclosure Certificate, to adopt the Bond Resolution, to perform its obligations under each such document or instrument, and to carry out and effectuate the transactions contemplated by this Purchase Agreement and the Continuing Disclosure Certificate and the Bond Resolution; (iii) the execution and delivery or adoption of, and the performance by the District of the obligations contained in the Bonds, the Bond Resolution, the Continuing Disclosure Certificate and this Purchase Agreement have been duly authorized and such authorization shall be in full force and effect at the time of the Closing; (iv) this Purchase Agreement and the Continuing Disclosure Certificate constitute valid and legally binding obligations of the District; and (v) the District has duly authorized the consummation by it of all transactions contemplated by this Purchase Agreement.

- (c) Consents. No consent, approval, authorization, order, filing, registration, qualification, election or referendum, of or by any court or governmental agency or public body whatsoever is required in connection with the issuance, delivery or sale of the Bonds, the execution and delivery of this Purchase Agreement and the Continuing Disclosure Certificate or the consummation of the other transactions effected or contemplated herein or hereby. The District gives no representation or warranty with regard to compliance with Blue Sky or similar securities requirements.
- (d) Internal Revenue Code. The District has complied with the Internal Revenue Code of 1986, as amended, with respect to the Bonds, and the District shall not knowingly take or omit to take any action that, under existing law, may adversely affect the exclusion from gross income for federal income tax purposes, or the exemption from any applicable State tax of the interest on the Bonds.
- (e) No Conflicts. To the best knowledge of the District, the issuance of the Bonds, and the execution, delivery and performance of this Purchase Agreement, the Bond Resolution, the Continuing Disclosure Certificate and the Bonds, and the compliance with the provisions hereof and thereof, do not conflict with or constitute on the part of the District a violation of or material default under the Constitution of the State of California or any existing law, charter, ordinance, regulation, decree, order or resolution and do not conflict with or result in a violation or breach of, or constitute a material default under, any agreement, indenture, mortgage, lease or other instrument to which the District is a party or by which it is bound or to which it is subject.
- (f) Litigation. As of the time of acceptance hereof no action, suit, proceeding, hearing or investigation is pending or, to the best knowledge of the District, threatened against the District: (i) in any way affecting the existence of the District or in any way challenging the respective powers of the several offices or of the title of the officials of the District to such offices; or (ii) seeking to restrain or enjoin the sale, issuance or delivery of the Bonds, the application of the proceeds of the sale of the Bonds (other than as described in the Preliminary Official Statement and Official Statement), or the collection or the levy of any taxes contemplated by the Bond Resolution and available to pay debt service on the Bonds or in any way contesting or affecting the validity or enforceability of the Bonds, this Purchase Agreement, the Continuing Disclosure Certificate or the Bond Resolution or contesting the powers of the District or the Bond Resolution or this Purchase Agreement or contesting in any way the completeness or accuracy of the Preliminary Official Statement or the Official Statement; or (iii) in which a final adverse decision could (a) materially adversely affect the operations of the District or the consummation of the transactions contemplated by this Purchase Agreement or the Bond Resolution, (b) declare this Purchase Agreement or the Bond Resolution to be invalid or unenforceable in whole or in material part, or (c) adversely affect the exclusion of the interest paid on the Bonds from gross income for federal income tax purposes and the exemption of such interest from California personal income taxation.

- (g) No Other Debt. Between the date hereof and the Closing, without the prior written consent of the Underwriter, the District or any person or entity on behalf of the District, will not have issued any bonds, notes or other obligations for borrowed money except for such borrowings as may be described in or contemplated by the Official Statement.
- (h) Certificates. Except as specifically provided, any certificates signed by any officer of the District and delivered to the Underwriter shall be deemed a representation and warranty by the District to the Underwriter, but not by the person signing the same, as to the statements made therein.
- (i) Continuing Disclosure. The District shall undertake, pursuant to the Bond Resolution, the Continuing Disclosure Certificate with respect to the Bonds in substantially the form attached as Appendix E of the Preliminary Official Statement (the "Continuing Disclosure Certificate") and Rule 15c2-12, to provide certain annual financial information and notices of the occurrence of certain events described therein. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the final Official Statement. Based on a review of its previous undertakings, except as disclosed in the Preliminary Official Statement and the final Official Statement, the District has not, in the previous five years failed to comply in all material respects with its prior undertakings pursuant to Rule 15c2-12.
- (j) Preliminary Official Statement and Official Statement Accurate and Complete. The Preliminary Official Statement, at the date thereof, did not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. At the date hereof and on the Closing Date, the final Official Statement did not and will not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The District makes no representation or warranty as to the information contained in or omitted from the Preliminary Official Statement or the final Official Statement in reliance upon and in conformity with information furnished in writing to the District by or on behalf of the Underwriter through a representative of the Underwriter specifically for inclusion therein. If the Official Statement is supplemented or amended pursuant to paragraph (c) of Section 10 of this Purchase Agreement, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto during the period up to and including the Closing Date, the Official Statement as so supplemented or amended will not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which made, not misleading.
- (k) Financial Information. The financial statements of, and other financial information regarding the District contained in the Official Statement fairly present the financial position of the District as of the dates and for the periods therein set forth, (i) the audited financial statements have been prepared in

accordance with generally accepted accounting principles consistently applied, (ii) the unaudited financial statements (if any) have been prepared on a basis substantially consistent with the audited financial statements included in the Official Statement and reflect all adjustments necessary to that affect, and (iii) the other financial information has been determined on a basis substantially consistent with that of the District's audited financial statements included in the Official Statement. Prior to the Closing, there will be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the District.

- (l) No Financial Advisory Relationship. The District has had no financial advisory relationship with the Underwriter with respect to the Bonds, nor with any investment firm controlling, controlled by or under common control with the Underwriter.
- (m) Underwriter Not Fiduciary. Inasmuch as this purchase and sale represents a negotiated transaction, the District understands, and hereby confirms, that the Underwriter is not acting as a fiduciary of the District, but rather is acting solely in its capacity as Underwriter, for its own account.
- (n) Levy of Tax. The District hereby agrees to take any and all actions as may be required by Ventura County (the "County") or otherwise necessary in order to arrange for the levy and collection of taxes and payment of the Bonds. In particular, the District hereby agrees to provide to the Treasurer-Tax Collector for the County a copy of the Bond Resolution, a copy of Appendix A hereto, and the full debt service schedule for the Bonds, in accordance with Education Code Sections 15250 et seq., Government Code Section 53559 and policies and procedures of the County.
- (o) Interim Report. The District has not received a qualified or negative certification on its most recent interim report pursuant to Section 42130 et seq. of the Education Code.

9. **Underwriter Representations, Warranties and Agreements.** The Underwriter represents, warrants to and agrees with the District that, as of the date hereof and as of the Closing Date:

- (a) The execution and delivery hereof and the consummation of the transactions contemplated hereby does not and will not violate any of the prohibitions set forth in Rule G-37 promulgated by the MSRB;
- (b) All reports required to be submitted to the MSRB pursuant to Rule G-37 with respect to the transaction contemplated hereby have been or will be submitted to the MSRB; and
- (c) The Underwriter has not paid or agreed to pay, nor will it pay or agree to pay, any entity, company, firm, or person (including, but not limited to the District's financial advisor, or any officer, agent or employee thereof), other than a bona fide officer, agent or employee working for Underwriter, any compensation, fee, gift or other consideration contingent upon or resulting from the award of or entering into this Purchase Agreement.

10. **Covenants of the District.** The District covenants and agrees with the Underwriter that:

- (a) Securities Laws. The District will furnish such information, execute such instruments, and take such other action in cooperation with, and at the expense of, the Underwriter if and as the Underwriter may reasonably request in order to qualify the Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and jurisdictions, provided, however, that the District shall not be required to consent to service of process in any jurisdiction in which they are not so subject as of the date hereof;
- (b) Official Statement. The District hereby agrees to deliver or cause to be delivered to the Underwriter, not later than the seventh (7th) business day following the date this Purchase Agreement is signed, copies of a final Official Statement substantially in the form of the Preliminary Official Statement, with only such changes therein as shall have been accepted by the Underwriter and the District (such Official Statement with such changes, if any, and including the cover page and all appendices, exhibits, maps, reports and statements included therein or attached thereto being called the "Official Statement") in such reasonable quantities as may be requested by the Underwriter not later than five business days following the date this Purchase Agreement is signed, in order to permit the Underwriter to comply with paragraph (b)(4) of Rule 15c2-12 and with the rules of the MSRB. The District hereby authorizes the Underwriter to use and distribute the Official Statement in connection with the offering and sale of the Bonds;
- (c) Subsequent Events; Amendments to Official Statement. If, between the date hereof and the date which is 25 days after the End of the Underwriting Period for the Bonds (determined pursuant to Section 17), an event occurs which would cause the information contained in the final Official Statement, as then supplemented or amended, to contain an untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make such information therein, in the light of the circumstances under which it was presented, not misleading, the District will notify the Underwriter, and, if in the opinion of the District or the Underwriter, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the District will forthwith prepare and furnish to the Underwriter (at the expense of the District) a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to the Underwriter) which will amend or supplement the Official Statement so that they will not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to prospective purchasers, not misleading. If such notification shall be given subsequent to the Closing, the District also shall furnish, or cause to be furnished, such additional legal opinions, certificates, instruments and other documents as the Underwriter may reasonably deem necessary to evidence the truth and accuracy of any such supplement or amendment to the Official Statement. For the purposes of this

subsection, between the date hereof and the date which is 25 days after the End of the Underwriting Period for the Bonds, the District will furnish such information with respect to itself as the Underwriter may from time to time reasonably request;

- (d) Application of Proceeds. The District will apply the proceeds from the sale of the Bonds for the purposes specified in the Bond Resolution and as described in the Official Statement.
- (e) Filings. The District authorizes the Underwriter to file, to the extent required by the applicable rules promulgated by the SEC or the MSRB, and the Underwriter agrees to file or cause to be filed, the Official Statement with (i) the MSRB or its designee (including the MSRB's Electronic Municipal Market Access system); or (ii) other repositories approved from time to time by the SEC (either in addition to or in lieu of the filing referred to above). If an amended Official Statement is prepared in accordance with Section 10(c) of this Purchase Agreement during the "Primary Offering Disclosure Period" (as defined herein), and if required by an applicable SEC Rule or MSRB rule, the Underwriter also shall make the required filings of the amended Official Statement. The "Primary Offering Disclosure Period" is used as defined in MSRB Rule G-32 and shall end on the twenty-fifth day after the Closing Date.

11. Establishment of Issue Price.

(a) Actions to Establish Price. The Underwriter agrees to assist the District in establishing the issue price of the Bonds and shall execute and deliver to the District at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Appendix B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the District and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Bonds. As applicable, all actions to be taken by the District under this section to establish the issue price of the Bonds may be taken on behalf of the District by the District's municipal advisor and any notice or report to be provided to the District may be provided to the District's municipal advisor.

(b) 10% Test. Except for the maturities (if any) identified in Appendix A for which the Hold-The-Offering-Price Rule described in (c) below shall apply, the District will treat the first price at which 10% of each maturity of the Bonds (the "10% test") is sold to the public as the issue price of that maturity (if different interest rates apply within a maturity, each separate CUSIP number within that maturity will be subject to the 10% test). At or promptly after the execution of this Bond Purchase Agreement, the Underwriter shall report to the District the price or prices at which it has sold to the public each maturity of Bonds.

(c) Hold-The-Offering-Price Rule. The Underwriter confirms that it has offered the Bonds to the public on or before the date of this Bond Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Appendix A, except as otherwise set forth therein. Appendix A also sets forth, as of the date of this Bond Purchase Agreement, the maturities, if any, of the Bonds for which the 10% test has not been satisfied and for which the District and the Underwriter agrees that the restrictions set forth in the next sentence shall apply, which will allow the District to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "Hold-the-Offering-

price rule”). So long as the Hold-the-Offering-price rule remains applicable to any maturity of the Bonds, the Underwriter will neither offer nor sell unsold Bonds of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following:

- (1) the close of the fifth (5th) business day after the sale date; or
- (2) the date on which the Underwriter has sold at least 10% of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public.

(d) Selling Group or Retail Distribution Agreements. The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Bonds to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to comply with the Hold-the-Offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The District acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Bonds to the public, the agreement of each dealer who is a member of the selling group to comply with the Hold-the-Offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Bonds to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the Hold-the-Offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The District further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the Hold-the-Offering-price rule as applicable to the Bonds.

(e) Sales to the Public; Definitions. The Underwriter acknowledges that sales of any Bonds to any person that is a related party to the Underwriter shall not constitute sales to the public for purposes of this section. Further, for purposes of this section:

- (i) “public” means any person other than an underwriter or a related party,
- (ii) “underwriter” means (A) any person that agrees pursuant to a written contract with the District (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the Bonds to the public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the public),
- (iii) a purchaser of any of the Bonds is a “related party” to an underwriter if the underwriter and the purchaser are subject, directly or indirectly, to (i) at least 50% common ownership of the voting power or the total value of their stock, if both entities are corporations

(including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

- (iv) “sale date” means the date of execution of this Bond Purchase Agreement by all parties.

12. Conditions to Closing. The Underwriter has entered into this Purchase Agreement in reliance upon the representations and warranties of the District contained herein and the performance by the District, of its obligations hereunder, both as of the date hereof and as of the date of Closing. The Underwriter's obligations under this Purchase Agreement are and shall be subject at the option of the Underwriter, to the following further conditions at the Closing:

- (a) Representations True. The representations and warranties of the District contained herein shall be true, complete and correct in all material respects at the date hereof and at and as of the Closing, as if made at and as of the Closing, and the statements made in all certificates and other documents delivered to the Underwriter at the Closing pursuant hereto shall be true, complete and correct in all material respects on the date of the Closing; and the District shall be in compliance with each of the agreements made by it in this Purchase Agreement;
- (b) Obligations Performed. At the time of the Closing, (i) the Official Statement, this Purchase Agreement, the Continuing Disclosure Certificate and the Bond Resolution shall be in full force and effect and shall not have been amended, modified or supplemented except as may have been agreed to in writing by us; (ii) all actions under the Bond Law which, in the opinion of Bond Counsel, shall be necessary in connection with the transactions contemplated hereby, shall have been duly taken and shall be in full force and effect; and (iii) the District shall perform or have performed all of its obligations required under or specified in the Bond Resolution, this Purchase Agreement, the Continuing Disclosure Certificate or the Official Statement to be performed at or prior to the Closing;
- (c) Adverse Rulings. No decision, ruling or finding shall have been entered by any court or governmental authority since the date of this Purchase Agreement (and not reversed on appeal or otherwise set aside), or to the best knowledge of the District, pending or threatened which has any of the effects described in Section 8(f) hereof or contesting in any way the completeness or accuracy of the Official Statement;
- (d) Marketability. The Underwriter shall have the right to cancel its obligations under this Purchase Agreement to accept delivery of and to pay for the Bonds by notifying the District in writing of its election to do so if the market price or marketability or the ability of the Underwriter to enforce contracts for the sale

of the Bonds, at the initial offering prices set forth in the Official Statement, shall not have been materially adversely affected, in the judgement of the Underwriter, by reason of any of the following:

- (1) legislation enacted or introduced in the Congress or recommended for passage by the President of the United States, or of the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or the State legislature or favorably reported for passage to either House of the Congress by any committee of such House to which such legislation has been referred for consideration, or a decision rendered by a court established under Article III of the Constitution of the United States or of the State or by the United States Tax Court, or an order, ruling, regulation (final, temporary or proposed) press release, official statement or other form of notice issued or made:
 - (i) by or on behalf of the United States Treasury Department or by or on behalf of the Internal Revenue Service or other governmental agency, with the purpose or effect, directly or indirectly, of causing inclusion in gross income for purposes of federal income taxation or State income taxation of the interest received by the owners of the Bonds; or
 - (ii) by or on behalf of the SEC, or any other governmental agency having jurisdiction over the subject matter thereof, to the effect that the Bonds, or obligations of the general character of the Bonds, including any and all underlying arrangements, are not exempt from registration under the Securities Act of 1933, as amended or that the issuance, offering or sale of obligations of the general character of the Bonds, as contemplated hereby or by the Official Statement or otherwise is or would be in violation of the federal securities laws as amended and then in effect;
- (2) the declaration of war or engagement in or material escalation of major military hostilities by the United States or there shall have occurred any other outbreak or escalation of hostilities or the occurrence of any other national or international emergency or calamity or crisis relating to the effective operation of the government or the financial community in the United States;
- (3) the declaration of a general banking moratorium by federal, New York or California authorities, or the general suspension of trading on any national securities exchange or fixing of minimum or maximum prices for trading or maximum ranges for prices on any national security exchange, whether by virtue of a determination of that exchange or by order of the SEC or any other governmental authority having jurisdiction or a material disruption in securities settlement, payment or clearance services affecting the Bonds shall have occurred;
- (4) the imposition by the New York Stock Exchange, other national securities exchange, or any governmental authority, of any material restrictions not now in force with respect to the Bonds, or obligations of

the general character of the Bonds, or securities generally, or the material increase of any such restrictions now in force including those relating to the extension of credit by or the charge to the net capital requirements of underwriters;

- (5) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the SEC, or any other governmental agency issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, as contemplated hereby or by the Official Statement, is or would be in violation of the federal securities laws, as amended and then in effect;
- (6) a decision by a court of the United States of America shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction of the subject matter shall have been issued or made, to the effect that the issuance, offering or sale of the Bonds as contemplated by this Purchase Agreement or by the Official Statement, or any document relating to the issuance, offering or sale of the Bonds is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, and the Trust Indenture Act of 1939, as amended;
- (7) the withdrawal, suspension or downgrading or negative change in credit status, or notice of potential withdrawal, suspension or downgrading or negative change in credit status, of any underlying rating of the District's outstanding indebtedness by a national rating agency.
- (8) any event occurring, or information becoming known which makes untrue in any material adverse respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading;
- (9) any fact or event shall exist or have existed that, in the Underwriter's judgment, requires or has required an amendment of or supplement to the Official Statement;
- (10) any state Blue Sky or securities commission, or other governmental agency or body, shall have withheld registration, exemption or clearance of the offering of the Bonds as described herein, or issued a stop order or similar ruling relating thereto;
- (11) any amendment shall have been made to the federal or State Constitution or action by any federal or State court, legislative body, regulatory body, or other authority materially adversely affecting the tax

status of the District, its property, income securities (or interest thereon) or the validity or enforceability of the levy of taxes to pay principal of and interest on the Bonds;

- (12) any proceeding shall have been commenced or be threatened in writing by the SEC against the District;
 - (13) the occurrence, since the date hereof, of any materially adverse change in the affairs or financial condition of the District; or
 - (14) the purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission.
 - (15) other disruptive events, occurrences or conditions in the securities or debt markets.
- (e) Delivery of Documents. At or prior to the date of the Closing, the Underwriter shall receive copies of the following documents, in each case dated as of the Closing Date and satisfactory in form and substance to the Underwriter:
- (1) Bond Opinion and Reliance Letter. An approving opinion of Bond Counsel, as to the validity and tax-exempt status of the Bonds, dated the date of the Closing, addressed to the District and in substantially the form attached as Appendix D to the Official Statement, and a reliance letter from Bond Counsel, addressed to the Underwriter, to the effect that the Underwriter may rely upon such approving opinion;
 - (2) Supplemental Opinion. A supplemental opinion of Bond Counsel in form and substance satisfactory to the Underwriter, dated the Closing Date and addressed to the District and the Underwriter, to the effect that:
 - (i) the description of the Bonds and the security for the Bonds and statements in the Official Statement on the cover page thereof and under the captions "INTRODUCTION," "THE BONDS", "APPLICATION OF PROCEEDS OF BONDS," "TAX MATTERS" and "CONTINUING DISCLOSURE" to the extent they purport to summarize certain provisions of the Bond Resolution, the Continuing Disclosure Certificate, California law or federal law, fairly and accurately summarize the matters purported to be summarized therein; provided that Bond Counsel need not express any opinion with respect to any financial or statistical data or forecasts, numbers, charts, estimates, projections, assumptions or expressions of opinion, or information relating to DTC or its book-entry only system included therein, the Bond Insurer or the Bond Insurance Policy;
 - (ii) assuming due authorization, execution and delivery by the parties to this Purchase Agreement other than the District, this Purchase

Agreement and the Continuing Disclosure Certificate have been duly authorized, executed and delivered by the respective parties thereto and constitute legal, valid and binding agreements of the District and are enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or other laws relating to or affecting generally the enforcement of creditors' rights and except as their enforcement may be subject to the application of equitable principles and the exercise of judicial discretion in appropriate cases if equitable remedies are sought; and

- (iii) the Bonds are exempt from registration pursuant to the Securities Act of 1933, as amended, and the Bond Resolution is exempt from qualification as an indenture pursuant to the Trust Indenture Act of 1939, as amended;
- (3) Disclosure Counsel Letter. A letter of Jones Hall, A Professional Law Corporation, Disclosure Counsel, dated the Closing Date and addressed to the District and the Underwriter, to the effect that, without having undertaken to determine independently the accuracy or completeness of the statements contained in the Preliminary Official Statement and the final Official Statement, but on the basis of their participation in conferences with representatives of the District, the Underwriter and others, and their examination of certain documents, nothing has come to their attention which has led them to believe that the Preliminary Official Statement as of its date, and the final Official Statement as of its date and as of the Closing Date, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading (except that no opinion or belief need be expressed as to any financial or statistical data, or information concerning DTC and the book-entry only system or the Bond Insurer or Bond Insurance contained in the Preliminary Official Statement or the final Official Statement);
- (4) Certificates of the District. A certificate or certificates signed by an appropriate official of the District to the effect that (i) such official is authorized to execute this Purchase Agreement, (ii) the representations, agreements and warranties of the District herein are true and correct in all material respects as of the date of Closing, (iii) the District has complied with all the terms of the Bond Resolution and this Purchase Agreement to be complied with by the District prior to or concurrently with the Closing and such documents are in full force and effect, (iv) such official has reviewed the Preliminary Official Statement and the final Official Statement and on such basis certifies that the Preliminary Official Statement did not as of its date, and the final Official Statement does not as of its date and as of the Closing Date, contain any untrue statement of a material fact, nor omit to state a material fact required to be stated therein or necessary to make the

statements therein, in light of the circumstances in which they were made, not misleading, (v) the Bonds being delivered on the date of the Closing to the Underwriter under this Purchase Agreement substantially conform to the descriptions thereof contained in the Bond Resolution, (vi) no further consent is required for inclusion of the audit in the Official Statement, (vii) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court or public body, pending or, to his or her knowledge, threatened against the District contesting in any way the completeness or accuracy of the Official Statement, the issuance of the Bonds by the District or the due adoption of the Bond Resolution, and (viii) no event concerning the District has occurred since the date of the Official Statement which has not been disclosed therein or in any supplement thereto, but should be disclosed in order to make the statements in the Official Statement in light of the circumstances in which they were made not misleading;

- (5) Arbitrage. A non-arbitrage certificate of the District in form satisfactory to Bond Counsel;
- (6) Bond Resolution. A certificate, together with a fully executed copy of the Bond Resolution to the effect that:
 - (i) such copy is true and correct; and
 - (ii) the Bond Resolution was duly adopted and has not been modified, amended, rescinded or revoked and is in full force and effect on the date of the Closing;
- (7) Official Statement. Certificates of the appropriate officials of the District evidencing their determinations respecting the Preliminary Official Statement in accordance with the Rule 15c2-12;
- (8) Continuing Disclosure Certificate. The Continuing Disclosure Certificate, duly executed by the District;
- (9) Paying Agent Certificate. A written certificate of U.S. Bank National Association, paying agent (the "Paying Agent"), executed by a duly authorized representative of the Paying Agent, dated the date of the Closing, to the effect that the Paying Agent is validly existing under the laws of the State, and has full power to enter into, accept and perform its duties under the Bond Resolution;
- (10) Municipal Bond Insurance Policy. The Bond Insurance Policy issued by the Bond Insurer, together with:
 - (i) a certificate of the Bond Insurer dated the date of Closing, in form and substance acceptable to the Underwriter regarding, among other matters, the due authorization, execution and validity of the Bond Insurance Policy, and

- (ii) an opinion of counsel to the Bond Insurer, dated the date of Closing and addressed to the District and the Underwriter, in form and substance acceptable to the Underwriter.
 - (11) Tax Rate and Bonding Capacity Certificates. A certificate signed by a District official setting forth a projection evidencing that tax rates are projected not to exceed the legal maximum of \$30 per \$100,000 of assessed value during the term of the Bonds, and a certificate signed confirming that upon the issuance of the Bonds the District is in compliance with applicable bonding capacity limitations, which may take into account a waiver of bonding capacity;
 - (12) Underwriter's Counsel Opinion. An opinion of counsel to the Underwriter, dated the Closing Date and addressed to the Underwriter, in form and substance acceptable to the Underwriter;
 - (13) Ratings. Evidence that the Bonds have been assigned the ratings set forth on the cover page of the Official Statement, and that such ratings have not been withdrawn or downgraded; and
 - (14) Other Documents. Such additional legal opinions, certificates, proceedings, instruments and other documents as the Underwriter may reasonably request to evidence compliance (i) by the District with legal requirements, (ii) the truth and accuracy, as of the time of Closing, of the representations of the District herein contained, (iii) the truth and accuracy, as of the time of Closing, of the Official Statement and (iv) the due performance or satisfaction by the District at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the District.
- (f) Termination. Notwithstanding anything to the contrary herein contained, if for any reason whatsoever the Bonds shall not have been delivered by the District to the Underwriter prior to the close of business, California Time, on the Closing Date, then the obligation to purchase Bonds hereunder shall terminate and be of no further force or effect.

If the District shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Purchase Agreement, this Purchase Agreement may be canceled by the Underwriter at, or at any time prior to, the time of Closing. Notice of such cancellation shall be given, to the District in writing, or by telephone or telegraph, confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the District hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriter may be waived by the Underwriter in writing at its sole discretion.

13. **Conditions to Obligations of the District.** The performance by the District of its obligations is conditioned upon (i) the performance by the Underwriter of its obligations hereunder; and (ii) receipt by the District and the Underwriter of the opinion and certificates being delivered at the Closing by persons and entities other than the District.

14. **Costs and Expenses.** The District shall pay any expenses incident to the issuance of the Bonds, including but not limited to the following: (i) the fees and disbursements of the District's municipal advisor; (ii) the fees and disbursements of Bond Counsel and Disclosure Counsel; (iii) the cost of the preparation, printing and delivery of the Bonds; (iv) the fees for the Bond rating, including all necessary travel expenses; (v) the cost of the printing and distribution of the Official Statement; (vi) the initial fees of the Paying Agent; and (vii) all other fees and expenses incident to the issuance and sale of the Bonds. The District acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, to evaluate and consider the fees and expenses being incurred in connection with the issuance of the Bonds.

As an accommodation to the District, on the Closing Date, the Underwriter will wire \$_____, representing a portion of the purchase price of the Bonds, directly to a costs of issuance custodian identified by the District. In addition, the Underwriter shall pay the Bond Insurer directly the premium for the Bond Insurance Policy, as referenced in Section 1.

All out-of-pocket expenses of the Underwriter, including Underwriter's Counsel fee, the California Debt and Investment Advisory Commission fee, travel (except in connection with securing a rating on the Bonds), CUSIP and other expenses, shall be paid by the Underwriter.

15. **Notices.** Any notice or other communication to be given under this Purchase Agreement (other than the acceptance hereof as specified in the first paragraph hereof) may be given by delivering the same in writing if to the District, to the Superintendent (or Superintendent's designee), at the address set forth on page 1 hereof, or if to the Underwriter as follows:

RAYMOND JAMES & ASSOCIATES, INC.
10250 Constellation Boulevard, Suite 850
Los Angeles, CA 90067
Phone: 424-303-6406
Attention: Mr. John Baracy, Managing Director

16. **Parties in Interest; Survival of Representations and Warranties.** This Purchase Agreement when accepted by the District in writing as heretofore specified shall constitute the entire agreement among the District and the Underwriter. This Purchase Agreement is made solely for the benefit of the District and the Underwriter (including the successors or assigns of the Underwriter). No person shall acquire or have any rights hereunder or by virtue hereof. All the representations, warranties and agreements of the District in this Purchase Agreement shall survive regardless of (a) any investigation or any statement in respect thereof made by or on behalf of the Underwriter, (b) delivery of and payment by the Underwriter for the Bonds hereunder, and (c) any termination of this Purchase Agreement.

17. **Determination of End of the Underwriting Period.** For purposes of this Purchase Agreement, the "end of the underwriting period" for the Bonds is used as defined in Rule 15c2-12 and shall occur on the later of (a) the day of the Closing, or (b) when the Underwriter no longer retains an unsold balance of the Bonds. Unless otherwise advised in writing by the Underwriter on or prior to the Closing Date, or otherwise agreed to by the District, the District may assume that the "end of the underwriting period" is the Closing Date.

18. **Severability.** In the event any provision of this Purchase Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

19. **Nonassignment.** Notwithstanding anything stated to the contrary herein, neither party hereto may assign or transfer its interest herein, or delegate or transfer any of its obligations hereunder, without the prior written consent of the other party hereto.

20. **Entire Agreement.** This Purchase Agreement, when executed by the parties hereto, shall constitute the entire agreement of the parties hereto (including their permitted successors and assigns, respectively).

21. **Execution in Counterparts.** This Purchase Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute but one and the same document.

[Signature set forth on the following page]

22. **Applicable Law.** This Purchase Agreement shall be interpreted, governed and enforced in accordance with the law of the State of California applicable to contracts made and performed in such State.

Very truly yours,

RAYMOND JAMES & ASSOCIATES, INC.

By: _____
Managing Director

The foregoing is hereby agreed to and accepted as of the date first above written:

OXNARD SCHOOL DISTRICT

By: _____
Assistant Superintendent,
Business and Fiscal Services

Date of Execution: _____, 2023

Time of Execution: _____ p.m. California time

SIGNATURE PAGE OF BOND PURCHASE AGREEMENT

APPENDIX A

Maturity Schedule

Maturity Date	Principal Amount	Interest Rate	Yield	Price	Applicable Issue Price Rule
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Redemption Provisions

APPENDIX B

FORM OF ISSUE PRICE CERTIFICATE

\$ _____
OXNARD SCHOOL DISTRICT
(Ventura County, California)
General Obligation Bonds
2022 Election, Series A

ISSUE PRICE CERTIFICATE

The undersigned, on behalf of Raymond James & Associates, Inc. (“RJ”), hereby certifies based upon information available to it as set forth below with respect to the sale and issuance of the above-captioned obligations (the “Bonds”).

1. ***Sale of the General Rule Maturities.*** As of the date of this certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) RJ offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A hereto (the “Initial Offering Prices”) on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Bonds is attached to this certificate as Schedule B.

(b) As set forth in the Bond Purchase Agreement, RJ has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Bonds of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the “hold-the-offering-price rule”), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Bonds during the Holding Period.

3. ***Defined Terms.***

(a) ***General Rule Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the “General Rule Maturities.”

(b) ***Hold-the-Offering-Price Maturities*** means those Maturities of the Bonds listed in Schedule A hereto as the “Hold-the-Offering-Price Maturities.”

(c) **Holding Period** means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the Sale Date, or (ii) the date on which the Underwriter has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) **Issuer** means Oxnard School District.

(e) **Maturity** means Bonds with the same credit and payment terms. Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) **Public** means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term “related party” for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) **Sale Date** means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds.

(h) **Underwriter** means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents RJ's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer with respect to certain of the representations set forth in the Certificates of Arbitrage and with respect to compliance with the federal income tax rules affecting the Bonds, and by Jones Hall, A Professional Law Corporation in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G and other federal income tax advice that it may give to the Issuer from time to time relating to the Bonds. Notwithstanding anything set forth herein, RJ is not engaged in the practice of law. Accordingly, RJ makes no representation as to the legal sufficiency of the factual matters set forth herein. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose.

Dated: [Closing Date]

Raymond James & Associates, Inc.
as Underwriter

By: _____
Authorized Representative

PRELIMINARY OFFICIAL STATEMENT DATED MARCH 9, 2023

NEW ISSUE -- FULL BOOK-ENTRY

RATING: Standard & Poor's: "___"
See "RATING" herein.

In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to certain qualifications described herein, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the Bonds may be subject to the corporate alternative minimum tax. In the further opinion of Bond Counsel, interest on the Bonds will be exempt from the State personal income taxes. See "TAX MATTERS" herein.

\$78,000,000*
OXNARD SCHOOL DISTRICT
(Ventura County, California)
General Obligation Bonds
2022 Election, Series A

Dated: Date of Delivery

Due: August 1, as shown on inside cover.

Authority and Purpose. The above-captioned bonds (the "Bonds") are being issued by the Oxnard School District (the "District") of the County of Ventura (the "County"), State of California (the "State") pursuant to certain provisions of the California Government Code and a resolution of the Governing Board of the District adopted on February 15, 2023 (the "Bond Resolution"). The Bonds were authorized at an election of the registered voters of the District held on November 8, 2022, which authorized the issuance of \$215,000,000 maximum principal amount of general obligation bonds for the purpose of financing acquisition, construction and modernization of school facilities. The Bonds are the first series of bonds to be issued under this authorization. See "THE BONDS – Authority for Issuance" and "THE FINANCING PLAN."

Security. The Bonds are general obligation bonds of the District payable solely from *ad valorem* property taxes. The Board of Supervisors of the County has the power and is obligated to annually levy *ad valorem* property taxes upon all property subject to taxation by the District without limitation of rate or amount (except certain personal property which is taxable at limited rates) for the payment of principal of and interest on the Bonds. See "SECURITY FOR THE BONDS."

Redemption*. The Bonds are subject to optional and mandatory sinking fund redemption prior to maturity under certain circumstances, as described herein. See "THE BONDS – Optional Redemption" and "– Mandatory Sinking Fund Redemption."

Bond Insurance. The District has applied for bond insurance to guarantee the scheduled payment of principal of and interest on the Bonds, and will decide prior to the sale of the Bonds whether to purchase such insurance.

Book-Entry Only. The Bonds will be issued in book-entry form only and will be initially issued and registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"). Purchasers will not receive physical certificates representing their interests in the Bonds. See "THE BONDS – Book-Entry Only System."

Payments. The Bonds are dated the date of delivery and are being issued as current interest bonds. The Bonds accrue interest at the rates set forth on the inside cover page hereof, payable semiannually on each February 1 and August 1 until maturity, commencing August 1, 2023. Payments of principal of and interest on the Bonds will be paid by U.S. Bank Trust Company, National Association, as the designated paying agent, registrar and transfer agent (the "Paying Agent"), in Los Angeles, California, to DTC for subsequent disbursement to DTC Participants who will remit such payments to the beneficial owners of the Bonds. See "THE BONDS."

MATURITY SCHEDULE

(see inside front cover)

This cover page contains information for general reference only. It is not a summary of all the provisions of the Bonds. Prospective investors must read the entire Official Statement to obtain information essential to making an informed investment decision.

The Bonds will be offered when, as and if issued and accepted by the Underwriter, subject to the approval as to legality by Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel to the District, and subject to certain other conditions. Jones Hall is also serving as Disclosure Counsel to the District. Certain matters will be passed on the Underwriter by Norton Rose Fulbright US LLP, Los Angeles, California. It is anticipated that the Bonds, in book-entry form, will be available for delivery through the facilities of DTC on or about March 30, 2023.*

RAYMOND JAMES®

The date of this Official Statement is _____, 2023.

*Preliminary; subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

MATURITY SCHEDULE*

OXNARD SCHOOL DISTRICT
(Ventura County, California)
General Obligation Bonds
2022 Election, Series A

Base CUSIP[†]: 692020

Maturity Date	Principal Amount	Interest Rate	Yield	Price	CUSIP[†]
----------------------	-------------------------	----------------------	--------------	--------------	--------------------------

\$ ____ – ____% Term Bonds maturing August 1, 20__; Yield: ____%; CUSIP[†]: ____

**Preliminary; subject to change.*

† CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (CGS) is managed on behalf of the American Bankers Association by FactSet Research Systems Inc. Copyright (c) 2023 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. None of the District, the Underwriter or their agents or counsel take any responsibility for the accuracy of such numbers.

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

Use of Official Statement. This Official Statement is submitted in connection with the sale of the Bonds referred to herein and may not be reproduced or used, in whole or in part, for any other purpose. This Official Statement is not a contract between any Bond owner and the District or the Underwriter.

No Offering Except by This Official Statement. No dealer, broker, salesperson or other person has been authorized by the District or the Underwriter to give any information or to make any representations other than those contained in this Official Statement and, if given or made, such other information or representation must not be relied upon as having been authorized by the District or the Underwriter.

No Unlawful Offers or Solicitations. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy nor may there be any sale of the Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

Estimates and Forecasts. When used in this Official Statement and in any continuing disclosure by the District, in any press release and in any oral statement made with the approval of an authorized officer of the District or any other entity described or referenced herein, the words or phrases “will likely result,” “are expected to”, “will continue”, “is anticipated”, “estimate”, “project,” “forecast”, “expect”, “intend” and similar expressions identify “forward looking statements” within the meaning of the Private Securities Litigation Reform Act of 1995. Such statements are subject to risks and uncertainties that could cause actual results to differ materially from those contemplated in such forward-looking statements. Any forecast is subject to such uncertainties. Inevitably, some assumptions used to develop the forecasts will not be realized and unanticipated events and circumstances may occur. Therefore, there are likely to be differences between forecasts and actual results, and those differences may be material. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, give rise to any implication that there has been no change in the affairs of the District or any other entity described or referenced herein since the date hereof.

Involvement of Underwriter. The following statement has been included in this Official Statement on behalf of the successful Underwriter: The Underwriter has reviewed the information in this Official Statement pursuant to its responsibilities to investors under the federal securities laws, but the Underwriter does not guarantee the accuracy or completeness of such information.

Stabilization of and Changes to Offering Prices. In connection with the offering of the Bonds, the Underwriter may over allot or effect transactions which stabilize or maintain the market price of such Bonds at a level above that which might otherwise prevail in the open market. Such stabilization, if commenced, may be discontinued at any time. The Underwriter may offer and sell the Bonds to certain securities dealers, dealer banks and banks acting as agent at prices lower than the public offering prices stated on the inside cover page of this Official Statement, and those public offering prices may be changed from time to time by the Underwriter.

Information in Official Statement. The information set forth in this Official Statement has been furnished by the District and other sources which are believed to be reliable, but it is not guaranteed as to accuracy or completeness.

Document Summaries. All summaries of the Bond Resolution or other documents referred to in this Official Statement are made subject to the provisions of such documents and qualified in their entirety to reference to such documents, and do not purport to be complete statements of any or all of such provisions.

No Securities Laws Registration. The Bonds have not been registered under the Securities Act of 1933, as amended, or the Securities Exchange Act of 1934, as amended, in reliance upon exceptions therein for the issuance and sale of municipal securities. The Bonds have not been registered or qualified under the securities laws of any state.

Effective Date. This Official Statement speaks only as of its date, and the information and expressions of opinion contained in this Official Statement are subject to change without notice. Neither the delivery of this Official Statement nor any sale of the Bonds will, under any circumstances, give rise to any implication that there has been no change in the affairs of the District, the County, the other parties described in this Official Statement, or the condition of the property within the District since the date of this Official Statement.

Website. The District maintains a website. However, the information presented on the website is not a part of this Official Statement, is not incorporated herein by reference, and should not be relied upon in making an investment decision with respect to the Bonds.

OXNARD SCHOOL DISTRICT
(Ventura County, California)

BOARD OF TRUSTEES OF THE DISTRICT

Mrs. Veronica Robles-Solis, *President*
Ms. Jarely Lopez, *Clerk*
Ms. Rose Gonzales, *Member*
Ms. MaryAnn Rodriguez, *Member*
Ms. Monica Madrigal Lopez, *Member*

DISTRICT ADMINISTRATION

Dr. Karling Aguilera-Fort, *Superintendent*
Dr. Anabolena DeGenna, *Associate Superintendent, Educational Services*
Ms. Valerie Mitchell, *Assistant Superintendent, Business and Fiscal Services*
Natalia Torres, Ed.D., *Assistant Superintendent, Human Resources*

PROFESSIONAL SERVICES

MUNICIPAL ADVISOR

CFW Advisory Services LLC
Alameda, California

BOND AND DISCLOSURE COUNSEL

Jones Hall, A Professional Law Corporation
San Francisco, California

BOND REGISTRAR, TRANSFER AGENT AND PAYING AGENT

U.S. Bank Trust Company, National Association
Los Angeles, California

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OFFICIAL STATEMENT

\$78,000,000*
OXNARD SCHOOL DISTRICT
(Ventura County, California)
General Obligation Bonds
2022 Election, Series A

*This Official Statement, which includes the cover page, inside cover page and appendices hereto, provides information in connection with the sale and delivery by the Oxnard School District (the “**District**”) of the Oxnard School District (Ventura County, California) General Obligation Bonds, 2022 Election, Series A, in the principal amount of \$78,000,000* (the “**Bonds**”).*

INTRODUCTION

This Introduction is not a summary of this Official Statement. It is only a brief description of and guide to, and is qualified by, more complete and detailed information contained in the entire Official Statement and the documents summarized or described herein. A full review should be made of the entire Official Statement. The offering of the Bonds to potential investors is made only by means of the entire Official Statement.

The District. The District consists of an area of 28 square miles located in the southeastern portion of the County of Ventura (the “**County**”). It was established in 1873 and provides kindergarten through eighth grade educational services to the residents of the City of Oxnard and a portion of the City of Port Hueneme. The District has eleven K-5 elementary schools, six K-8 schools, three 6-8 middle schools, and one special education annex. Enrollment for fiscal year 2022-23 is approximately 13,883 students. The District’s 2022-23 total assessed valuation is \$16,040,644,236. *For more information regarding the District and its finances, see Appendix A and Appendix B attached hereto. See also Appendix C hereto for demographic and other information regarding Ventura County.*

Authority and Purpose of Issue; Financing Plan. The Bonds will be issued pursuant to the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (commencing with Section 53506) (the “**Bond Law**”) and pursuant to a resolution adopted by the Governing Board of the District on February 15, 2023 (the “**Bond Resolution**”). The Bonds are the first series of bonds issued by the District pursuant to an election held by the District on November 8, 2022 at which more than 55% of the qualified electors of the District authorized the District to issue general obligation bonds in a maximum principal amount of \$215,000,000 (the “**2022 Bond Authorization**”). The net proceeds of the Bonds will be used to finance school facility improvements and to pay related issuance costs as approved by District voters pursuant to the 2022 Bond Authorization. See “THE BONDS – Authority for Issuance” and “THE FINANCING PLAN” and “SOURCES AND USES OF FUNDS” herein.

Sources of Payment for the Bonds. The Bonds are general obligation bonds of the District payable solely from *ad valorem* taxes. The Board of Supervisors of the County has the power and is obligated to annually levy an *ad valorem* tax for the payment of the Bonds and the interest thereon upon all property within the District subject to taxation without limitation of rate or

* Preliminary; subject to change.

amount (except certain personal property which is taxable at limited rates). See “SECURITY FOR THE BONDS” herein.

Description of the Bonds.

Form of Bonds. The Bonds are being issued as bonds which will bear current interest and will mature in the years and in the amounts as set forth on the inside cover page hereof. The Bonds will be issued in book-entry form only and will be initially issued and registered in the name of Cede & Co. as nominee for DTC. Purchasers will not receive physical certificates representing their interest in the Bonds. See “THE BONDS – General Description of the Bonds” and “– Book-Entry Only System,” below and “APPENDIX F – DTC and the Book-Entry System.”

Redemption. The Bonds are subject to redemption prior to maturity as described in “THE BONDS – Optional Redemption” and “– Mandatory Sinking Fund Redemption” herein.

Legal Matters. Issuance of the Bonds is subject to the approving opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, as bond counsel (“**Bond Counsel**”), to be delivered in substantially the form attached hereto as Appendix D. Jones Hall, A Professional Law Corporation, San Francisco, California, will also serve as Disclosure Counsel to the District (“**Disclosure Counsel**”). Payment of the fees of Bond Counsel and Disclosure Counsel is contingent upon issuance of the Bonds.

Tax Matters. Assuming compliance with certain covenants and provisions of the Internal Revenue Code of 1986, in the opinion of Bond Counsel, interest on the Bonds will not be includable in gross income for federal income tax purposes although it may be includable in the calculation for certain taxes. Interest on the Bonds may be subject to the corporate alternative minimum tax. Also, in the opinion of Bond Counsel, interest on the Bonds will be exempt from the State personal income taxes. See “TAX MATTERS” and APPENDIX D hereto for the form of Bond Counsel’s opinion to be delivered concurrently with the Bonds.

Bond Insurance. The District has applied for bond insurance to guarantee the scheduled payment of principal of and interest on the Bonds and, if a commitment is issued to insure the Bonds, will determine prior to the sale of the Bonds whether to obtain such insurance. See “BOND INSURANCE.”

Continuing Disclosure. The District has covenanted for the benefit of holders and beneficial owners of the Bonds to provide ongoing financial and other information and other notices as set forth in a Continuing Disclosure Certificate, as set forth in Appendix E hereto. See “CONTINUING DISCLOSURE” and “APPENDIX E – Form of Continuing Disclosure Certificate.”

COVID-19 Statement. The COVID-19 pandemic commenced in approximately March 2020 and resulted in a global public health crisis that was fluid and unpredictable with unknown financial and economic impacts. Although several vaccines and boosters for COVID-19 are currently generally widely available and restrictions on activities have generally expired and lapsed, investors continue to be cautioned that the District cannot predict the full impacts that the COVID-19 pandemic may have had or will continue to have, either directly or indirectly, on its operations, including its enrollment, finances, property values and other matters. For more disclosure regarding the COVID-19 pandemic, see “SECURITY FOR THE BONDS – Disclosure Relating to COVID-19 Pandemic” herein. See also references to COVID-19 in the sections herein entitled “PROPERTY TAXATION”, and in APPENDIX A under the heading “DISTRICT GENERAL INFORMATION” and “STATE FUNDING OF EDUCATION; RECENT STATE BUDGETS.”

Other Information. This Official Statement speaks only as of its date, and the information contained in this Official Statement is subject to change. Copies of documents referred to in this Official Statement and information concerning the Bonds are available from the District from the Superintendent's Office at Oxnard School District, 1051 South A Street, Oxnard, California 93030. The District may impose a charge for copying, mailing and handling.

END OF INTRODUCTION

[Remainder of page intentionally left blank]

THE FINANCING PLAN

The proceeds of the Bonds will be used to finance projects approved by the voters pursuant to the 2022 Bond Authorization, including to pay related costs of issuance. The abbreviated form of the ballot measure (limited to 75 words or less) is as follows:

“To reconstruct older middle schools, modernize and construct elementary classrooms and support facilities, increase teacher and student access to modern classroom technology, and improve student security and safety, shall Oxnard School District’s measure be adopted to issue \$215,000,000 in bonds at legal interest rates, raising on average \$10.7 million annually for issued bonds through maturity, with levies projected at 3 cents per \$100 assessed valuation, with citizens’ oversight committee, annual audits, and no money for administrator salaries?”

The Bonds described herein will be the first series of bonds issued pursuant to the 2022 Bond Authorization. Following the issuance of the Bonds, there will be \$137,000,000* of unissued but authorized bonds under the 2022 Bond Authorization. The District has applied to the State Board of Education for a waiver of the provisions of the California Education Code relating to bonding capacity. It is expected that the waiver will be considered and granted on _____, 2023. The Bonds will only be issued if the applicable bonding capacity limit will not be exceeded.

THE BONDS

Authority for Issuance

The Bonds will be issued under the Bond Law and the Bond Resolution. The Bonds are the first series of bonds issued by the District pursuant to the Authorization. See “DEBT SERVICE SCHEDULE” herein for the debt service schedule for the Bonds.

General Description of the Bonds

The Bonds mature in the years and in the amounts as set forth on the inside cover page hereof. The Bonds will be issued in book-entry form only and will be initially issued and registered in the name of Cede & Co. as nominee for DTC. Purchasers will not receive physical certificates representing their interest in the Bonds. See “– Book-Entry Only System” below and “APPENDIX F – DTC and the Book-Entry System.”

The Bonds will be issued in denominations of \$5,000 principal amount each or any integral multiple thereof. Interest on the Bonds is payable semiannually on each February 1 and August 1, commencing August 1, 2023 (each, an “**Interest Payment Date**”). Each Bond will bear interest from the Interest Payment Date next preceding the date of registration and authentication thereof unless (i) it is registered and authenticated as of an Interest Payment Date, in which event it will bear interest from such date, or (ii) it is registered and authenticated prior to an Interest Payment Date and after the close of business on the 15th day of the month preceding the Interest Payment Date (each, a “**Record Date**”), in which event it will bear interest from such Interest Payment Date, or (iii) it is registered and authenticated prior to July 15, 2023, in which event it will bear interest from the Delivery Date identified on the cover page hereof. Notwithstanding the foregoing, if interest on any Bond is in default at the time of authentication thereof, such Bond will bear interest from the Interest Payment Date to which interest has previously been paid or made

*Preliminary; subject to change.

available for payment thereon. Payments of principal of and interest on the Bonds will be paid by the Paying Agent to DTC for subsequent disbursement to DTC Participants who will remit such payments to the beneficial owners of the Bonds.

Paying Agent

U.S. Bank Trust Company, National Association, Los Angeles, California, will act as the registrar, transfer agent, and paying agent for the Bonds (the “**Paying Agent**”). As long as DTC is the registered owner of the Bonds and DTC's book-entry method is used for the Bonds, the Paying Agent will send all payments with respect to principal and interest on the Bonds, and any notice of redemption or other notices to owners of the Bonds, only to DTC. Any failure of DTC to advise any DTC Participant, or of any DTC Participant to notify any Beneficial Owner, of any such notice and its content or effect will not affect the validity or sufficiency of the proceedings relating to the redemption of the Bonds called for redemption or of any other action covered by such notice.

The Paying Agent, the District, the County and the Underwriter of the Bonds have no responsibility or liability for any aspects of the records relating to or payments made on account of beneficial ownership, or for maintaining, supervising or reviewing any records relating to beneficial ownership, of interests in the Bonds.

Optional Redemption*

The Bonds maturing on or before August 1, 20__, are not subject to redemption prior to maturity. The Bonds maturing on or after August 1, 20__, are subject to redemption prior to maturity, at the option of the District, in whole or in part among maturities on such basis as shall be designated by the District and by lot within a maturity, from any available source of funds, on August 1, 20__, or on any date thereafter, at a price equal to 100% of the principal amount thereof, without premium, together with accrued interest thereon to the redemption date.

Mandatory Sinking Fund Redemption*

The Bonds maturing on August 1, 20__ (the “**Term Bonds**”) are subject to mandatory sinking fund redemption on August 1, 20__ and each August 1 thereafter in accordance with the schedule set forth below. The Term Bonds so called for mandatory sinking fund redemption shall be redeemed in the sinking fund payments amounts, and on the dates, set forth below, without premium, together with interest accrued thereon to the redemption date.

Term Bonds Maturing August 1, 20__

Redemption Date (August 1)	Sinking Fund Redemption
---------------------------------------	------------------------------------

If some but not all of the Term Bonds have been redeemed pursuant to the optional redemption provisions described above, the aggregate principal amount of Term Bonds to be redeemed pursuant to mandatory sinking fund redemption shall be reduced on a pro rata basis in integral multiples of \$5,000, or on such other basis as designated pursuant to written notice filed by the District with the Paying Agent.

**Preliminary; subject to change.*

Notice of Redemption

The Paying Agent is required to give notice of the redemption of the Bonds, at the expense of the District, to be mailed, first class mail, postage prepaid, at least 20 days but not more than 60 days prior to the date fixed for redemption, to the respective owners of any Bonds designated for redemption, at their addresses appearing on the registration books. Notice of any redemption of Bonds will specify: (a) that the Bonds or a designated portion thereof (in the case of redemption of the Bonds in part but not in whole) are to be redeemed, (b) the numbers and CUSIP numbers of the Bonds to be redeemed, (c) the date of notice and the date of redemption, (d) the place or places where the Bonds must be submitted for redemption, descriptive information about the Bonds, including the dated date, interest rate and stated maturity date. Such notice will further state that on the specified date there shall become due and payable upon each Bond to be redeemed, the portion of the principal amount of such Bond to be redeemed, together with interest accrued to said date, and redemption premium, if any, and that from and after such date interest with respect thereto shall cease to accrue and be payable.

Neither failure to receive or failure to send any notice of redemption nor any defect in any such redemption notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Bonds.

Partial Redemption

Upon the surrender of any Bond redeemed in part only, the District will execute and the Paying Agent will authenticate and deliver to the owner thereof, at the expense of the District, a new Bond or Bonds of the same maturity and of authorized denominations equal in aggregate amounts equal to the unredeemed portion of the Bonds surrendered. Such partial redemption will be valid upon payment of the amount required to be paid to such owner, and the County and the District will be released and discharged thereupon from all liability to the extent of such payment.

Right to Rescind Notice of Optional Redemption

The District has the right to rescind any notice of the optional redemption of the Bonds by written notice to the Paying Agent on or prior to the date fixed for redemption. Any notice of redemption shall be cancelled and annulled if for any reason funds will not be or are not available on the date fixed for redemption for the payment in full of the Bonds then called for redemption. The District and the Paying Agent have no liability to the Bond owners or any other party related to or arising from such rescission of redemption. The Paying Agent shall give notice of such rescission of redemption in the same manner as the original notice of redemption was given under the Bond Resolution.

Book-Entry Only System

The Bonds will be registered initially in the name of "Cede & Co.," as nominee of The Depository Trust Company, New York, New York ("**DTC**"), which has been appointed as securities depository for the Bonds, and registered ownership may not be transferred thereafter except as provided in the Bond Resolution. Purchasers will not receive certificates representing their interests in the Bonds. Principal of the Bonds will be paid by the Paying Agent to DTC, which in turn is obligated to remit such principal to its participants for subsequent disbursement to beneficial owners of the Bonds as described herein. See "APPENDIX F – DTC and the Book-Entry System."

In the event that the securities depository (either DTC or its successor depository) determines not to continue to act as securities depository for the Bonds, or the District determines to terminate the depository as such, then the District will thereupon discontinue the book-entry system with such securities depository. In such event, the securities depository will cooperate with the District and the Paying Agent in the issuance of replacement Bonds by providing the Paying Agent with a list showing the interests of the Depository System Participants in the Bonds, and by surrendering the Bonds, registered in the name of the nominee of the securities depository, to the Paying Agent on or before the date such replacement Bonds are to be issued.

Registration, Transfer and Exchange of Bonds

The Paying Agent will keep or cause to be kept sufficient books for the registration and transfer of the Bonds, which will at all times be open to inspection by the District upon reasonable notice; and, upon presentation for such purpose, the Paying Agent will, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on said books, Bonds as provided in the Bond Resolution.

Any Bond may, in accordance with its terms, be transferred, upon the registration books required to be kept pursuant to the Bond Resolution, by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Bond for cancellation at the Office at the Paying Agent, accompanied by delivery of a written instrument of transfer in a form approved by the Paying Agent, duly executed. The Paying Agent will require the payment by the owner requesting such transfer of any tax or other governmental charge required to be paid with respect to such transfer. Whenever any Bond(s) shall be surrendered for transfer, the District will execute, and the Paying Agent will authenticate and deliver, a new Bond(s), for like aggregate principal amount.

Bonds may be exchanged at the principal Office of the Paying Agent for a like aggregate principal amount of Bonds of authorized denominations and of the same maturity. The Paying Agent will require the payment by the owner requesting such exchange of any tax or other governmental charge required to be paid with respect to such exchange.

No transfers or exchanges of Bonds will be required to be made (a) fifteen days prior to the date established by the Paying Agent for selection of Bonds for redemption or (b) with respect to a Bond after such Bond has been selected for redemption.

Defeasance

The Bonds may be paid by the District, in whole or in part, in any one or more of the following ways:

- (a) by paying or causing to be paid the principal or redemption price of and interest on such Bonds, as and when the same become due and payable;
- (b) by irrevocably depositing, in trust, at or before maturity, money or securities in the necessary amount (as provided in the Bond Resolution) to pay or redeem such Bonds; or
- (c) by delivering to the Paying Agent, for cancellation by it, such Bonds.

If the District pays all the Bonds that are outstanding and also pays or causes to be paid all other sums payable under the Bond Resolution by the District, then and in that case, at the election of the District, and notwithstanding that any Bonds have not been surrendered for payment, the Bond Resolution and other assets made under the Bond Resolution and all covenants, agreements and other obligations of the District under the Bond Resolution will cease, terminate, become void and be completely discharged and satisfied, except only as provided in the Bond Resolution.

Upon the deposit, in trust, at or before maturity, of money or securities in the necessary amount (as described above to pay or redeem any Bond that is outstanding, whether upon or prior to its maturity date), then all liability of the District in respect of such Bond will cease and be completely discharged, except only that thereafter the owner thereof will be entitled only to payment of the principal of and interest on such Bond by the District, and the District will remain liable for such payment, but only out of such money or securities deposited with the Paying Agent as aforesaid for such payment.

Whenever in the Bond Resolution it is provided or permitted that there be deposited with or held in trust by the Paying Agent or other financial institution money or securities in the necessary amount to pay or redeem any Bonds, the money or securities so to be deposited or held may include money or securities held by the Paying Agent in the funds and accounts established pursuant to the Bond Resolution and will be:

- (i) lawful money of the United States of America in an amount equal to the principal amount of such Bonds and all unpaid interest thereon to maturity; or
- (ii) Federal Securities (not callable by the issuer thereof prior to maturity), the principal of and interest on which when due, in the opinion of a certified public accountant delivered to the District, will provide money sufficient to pay the principal or redemption price of and all unpaid interest to maturity, or to the redemption date, as the case may be, on the Bonds to be paid, as such principal or redemption price and interest become due.

As used in the foregoing defeasance provision, the term "**Federal Securities**" means: (a) any direct general non-callable obligations of the United States of America, including obligations issued or held in book entry form on the books of the Department of the Treasury of the United States of America; (b) any obligations the timely payment of principal of and interest on which are directly or indirectly guaranteed by the United States of America or which are secured by obligations described in the preceding clause (a); (c) the interest component of Resolution Funding Corporation strips which have been stripped by request to the Federal Reserve Bank of New York in book-entry form; and (d) bonds, debentures, notes or other evidence of indebtedness issued or guaranteed by any of the following federal agencies: (i) direct obligations or fully guaranteed certificates of beneficial ownership of the U.S. Export-Import Bank; (ii) certificates of beneficial ownership of the Farmers Home Administration; (iii) participation certificates of the General Services Administration; (iv) Federal Financing Bank bonds and debentures; (v) guaranteed Title XI financings of the U.S. Maritime Administration; (v) project notes, local authority bonds, new communities debentures and U.S. public housing notes and bonds of the U.S. Department of Housing and Urban Development; and (vi) obligations of the Federal Home Loan Bank (FHLB).

SOURCES AND USES OF FUNDS

The estimated sources and uses of funds with respect to the Bonds are as follows:

OXNARD SCHOOL DISTRICT Sources and Uses

Sources of Funds

Principal Amount of Bonds
Plus (Net) Original Issue Premium

Total Sources

Uses of Funds

Deposit to Building Fund
Debt Service Fund
Costs of Issuance⁽¹⁾

Total Uses

(1) All estimated costs of issuance including, but not limited to, Underwriter's discount, printing costs, and fees of Bond Counsel, Disclosure Counsel, the Municipal Advisor, the Paying Agent, the premium for bond insurance (if any) and the rating agency.

APPLICATION OF PROCEEDS OF BONDS

Building Fund

The proceeds from the sale of the Bonds, to the extent of the principal amount thereof, will be paid to the County Treasurer to the credit of the fund created and established by the County Office of Education in the Bond Resolution and known as the "2022 Election, Series A Building Fund" (the "**Building Fund**"), which will be accounted for as separate and distinct from all other District funds. The proceeds will be used solely for the purposes for which the Bonds are being issued, including for the payment of permissible costs of issuance. All interest and other gain arising from the investment of proceeds of the Bonds shall be retained in the Building Fund and used for the purposes thereof. Any amounts remaining on deposit in the Building Fund and not needed for the purposes thereof will be withdrawn from the Building Fund and transferred to the Debt Service Fund established for the Bonds, to be applied to pay the principal of and interest on the Bonds. If excess amounts remain on deposit in the Building Fund after payment in full of the Bonds, any such excess amounts shall be transferred to the general fund of the District, to be applied for the purposes for which the Bonds have been authorized or otherwise in accordance with the Bond Law.

Debt Service Fund

As described herein under the heading "SECURITY FOR THE BONDS - Debt Service Fund," the County Office of Education will establish a debt service fund for the Bonds to be designated the "2022 Election, Series A General Obligation Bonds Debt Service Fund" (the "**Debt Service Fund**"). Accrued interest and premium, if any, received by the County from the sale of the Bonds will be deposited in the Debt Service Fund which, together with the collections of *ad valorem* taxes, will be used only for payment of principal of and interest on the Bonds. Interest earnings on the investment of monies held in the Debt Service Fund will be retained in the Debt Service Fund and used to pay the principal of and interest on the Bonds when due. Any moneys

remaining in the Debt Service Fund after the Bonds and the interest thereon have been paid, will be transferred to any other interest and sinking fund for general obligation bond indebtedness of the District, and in the event there is no such debt outstanding, will be transferred to the District's general fund upon the order of the County Auditor, as provided in Section 15234 of the Education Code.

Investment of Proceeds of Bonds

Under California law, the District is generally required to pay all monies received from any source into the County Treasury to be held on behalf of the District. All amounts deposited into the Debt Service Fund, as well as proceeds of taxes held therein for payment of the Bonds, shall be invested at the sole discretion of the County Treasurer pursuant to law and the investment policy of the County. All amounts deposited in the Building Fund of the District shall be invested at the sole discretion of the County Treasurer. See Appendix G for the County's most recently publicly available investment policy and recent investment report. The County Treasurer neither monitors investments for arbitrage compliance, nor does it perform arbitrage calculations. The District shall maintain or cause to be maintained detailed records with respect to the applicable proceeds.

DEBT SERVICE SCHEDULES

The Bonds. The following table shows the annual debt service schedule with respect to the Bonds, assuming no optional redemption of some or all of the Bonds prior to maturity.

**OXNARD SCHOOL DISTRICT
Annual Debt Service Schedule
for the Bonds**

Period Ending August 1	Principal	Interest	Total Debt Service
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			
2035			
2036			
2037			
2038			
2039			
2040			
2041			
2042			
2043			
2044			
2045			
2046			
2047			
2048			
2049			
2050			
2051			
2052			
2053			
Total			

Aggregate General Obligation Bond Debt Service Schedule. Combined General Obligation Bond Indebtedness. The following table shows the debt service schedule with respect to all outstanding general obligation bonds of the District, together with debt service due on the Bonds, assuming no optional redemptions.

**OXNARD SCHOOL DISTRICT
Combined General Obligation Bonds Debt Service Schedule**

Period Ending (August 1)	2006 Authorization	2012 Authorization	2016 Authorization	Refunding GOBs	The Bonds	Total
2023						
2024						
2025						
2026						
2027						
2028						
2029						
2030						
2031						
2032						
2033						
2034						
2035						
2036						
2037						
2038						
2039						
2040						
2041						
2042						
2043						
2044						
2045						
2046						
2047						
2048						
2049						
2050						
2051						
2052						
2053						
TOTAL						

SECURITY FOR THE BONDS

Ad Valorem Property Taxes

Bonds Payable from Ad Valorem Property Taxes. The Bonds are general obligations of the District, payable solely from *ad valorem* property taxes levied on taxable property in the District and collected by the County. The County is empowered and is obligated to annually levy *ad valorem* property taxes for the payment by the District of the Bonds and the interest thereon upon all property within the District subject to taxation by the District, without limitation of rate or amount (except certain personal property which is taxable at limited rates).

Other Bonds Payable from Ad Valorem Property Taxes. In addition to the general obligation bonds issued by the District, there is other debt issued by entities with jurisdiction in the District, which is payable from *ad valorem* property taxes levied on parcels in the District. See “PROPERTY TAXATION – Typical Tax Rates” and “- Debt Obligations” below.

Levy and Collection. The County will levy and collect such *ad valorem* property taxes in such amounts and at such times as is necessary to ensure the timely payment by the District of debt service. Such taxes, when collected, will be deposited into a debt service fund for the Bonds, which is held by the County and which is irrevocably pledged by the District for the payment by it of principal of and interest on the Bonds when due.

District property taxes are assessed and collected by the County in the same manner and at the same time, and in the same installments as other *ad valorem* taxes on real property, and will have the same priority, become delinquent at the same times and in the same proportionate amounts, and bear the same proportionate penalties and interest after delinquency, as do the other *ad valorem* taxes on real property.

Statutory Lien on Ad Valorem Tax Revenues. Pursuant to Senate Bill 222 effective January 1, 2016, voter approved general obligation bonds which are secured by *ad valorem* tax collections, including the Bonds, are secured by a statutory lien on all revenues received pursuant to the levy and collection of the property tax imposed to service those bonds. Said lien attaches automatically and is valid and binding from the time the bonds are executed and delivered. The lien is enforceable against the District, its successors, transferees, and creditors, and all others asserting rights therein, irrespective of whether those parties have notice of the lien and without the need for any further act.

Annual Tax Rates. The amount of the annual *ad valorem* tax levied by the County for the District to repay the Bonds will be determined by the relationship between the assessed valuation of taxable property in the District and the amount of debt service due on the Bonds. Fluctuations in the annual debt service on the Bonds and the assessed value of taxable property in the District may cause the annual tax rate to fluctuate.

Economic and other factors beyond the District’s control, such as economic recession, deflation of property values, a relocation out of the District or financial difficulty or bankruptcy by one or more major property taxpayers, or the complete or partial destruction of taxable property caused by, among other eventualities, earthquake, flood, fire, outbreak of disease or other natural disaster or man-made disaster, could cause a reduction in the assessed value within the District and necessitate a corresponding increase in the annual tax rate. See “PROPERTY TAXATION – Assessed Valuations – Factors Relating to Increases/Decreases in Assessed Value.” See also below under the heading “-Disclosure Relating to COVID-19 Pandemic.”

Debt Service Fund

As previously described here (see “APPLICATION OF PROCEEDS OF THE BONDS – Debt Service Fund”), the County Office of Education will establish the Debt Service Fund, into which will be deposited all taxes levied by the County for the payment by the District of the principal of and interest on the Bonds. The Debt Service Fund is pledged by the District for the payment by it of the principal of and interest and premium (if any) on the Bonds when and as the same become due. The County will transfer amounts in the Debt Service Fund to the Paying Agent to the extent necessary to enable the District to pay the principal of and interest and premium (if any) on the Bonds as the same becomes due and payable.

Not a County Obligation

No part of any fund or account of the County is pledged or obligated to the payment of the Bonds. The Bonds are payable solely from the proceeds of an *ad valorem* property tax levied and collected by the County, for the payment by the District of principal of and interest on the Bonds. Although the County is obligated to collect the *ad valorem* property tax for the payment of the Bonds, the Bonds are not a debt (or a pledge of the full faith and credit) of the County.

Disclosure Relating to COVID-19 Pandemic

Background. Coronavirus disease (“COVID-19”) is an infectious disease caused by a virus generally causing respiratory illness and other symptoms which range from mild to fatal. The United States Secretary of Health and Human Services declared a public health emergency on January 31, 2020. In response to COVID-19, then-President Trump proclaimed that as of March 1, 2020 the COVID-19 outbreak constituted a national emergency, and the World Health Organization declared the outbreak of COVID-19 a pandemic on March 11, 2020. Subsequent thereto, actions to slow transmission of COVID-19 were taken by governmental bodies and authorities, including stay-at-home orders, mask mandates, quarantine requirements and travel restrictions, among others. Healthcare systems experienced periods of strain. As quarantine and gathering restrictions were lifted, global economies experienced certain supply chain disruptions and increases in inflation. As of this date, several vaccines and vaccine boosters have been provided approval by federal health authorities for use in the United States, as well as by authorities in other nations, and are generally widely available and most if not all restrictions on activities in the United States have been lifted.

Federal Responses to COVID-19 Pandemic. To address the challenges that have arisen due to the COVID-19 pandemic, the federal government adopted several aid packages including:

Coronavirus Preparedness and Response Supplemental Appropriations Act (March 6, 2020): A \$8.3 billion emergency supplemental appropriations package to enhance the national response to COVID-19, including public health funds for preparedness and response and for research.

Families First Coronavirus Response Act (March 18, 2020): A federal relief package (\$100 billion) responding to the COVID-19 outbreak by providing paid sick leave, tax credits, and free COVID-19 testing, expanding food assistance and unemployment benefits, and increasing Medicaid funding.

CARES Act (March 27, 2020): The Coronavirus Aid, Relief, and Economic Security Act (the “**CARES Act**”) provided \$2 trillion in federal spending and loans toward coronavirus relief efforts, representing the largest rescue package in U.S. history. Along with funding a wide range of emergency appropriations, the legislation also allocated hundreds of billions in loans and grants to major industries and small businesses, direct cash payments to taxpayers and significantly expanded unemployment benefits. This funding allocation included approximately \$13.5 billion in formula funding to make grants available to each state’s educational agency in order to facilitate K-12 schools’ responses to the COVID-19 pandemic.

Federal Reserve Programs Implemented (April 9, 2020): The Federal Reserve took actions aimed at providing up to \$2.3 trillion in loans to support the national economy, including supplying liquidity to participating financial institutions in the Small Business Administration’s (“**SBA**”) Paycheck Protection Program (“**PPP**”), purchasing up to \$600 billion in loans through the Main Street Lending Program and offering up to \$500 billion in lending to states and municipalities.

Paycheck Protection Program (April 24, 2020): \$484 billion federal aid package which primarily renewed funding for the PPP, the SBA disaster assistance loans and grant program, hospital grants and funding for a COVID-19 testing program.

Consolidated Appropriations Act (December 27, 2020): The Coronavirus Response and Consolidated Appropriations Act continued many of the programs implemented with the CARES Act as part of a \$900 billion federal relief package. It provided additional direct stimulus payments to individuals and families, extended unemployment benefits, expanded the PPP, and provided approximately \$82 billion in supplemental aid to support the educational needs of states, school districts, and institutions of higher education, among other stimulus measures.

American Rescue Plan (March 11, 2021): The American Rescue Plan Act of 2021 (the “**ARP Act**”), a \$1.9 trillion economic stimulus plan providing additional stimulus checks to individuals and families, extending federal supplemental unemployment benefits, providing more funding for state and local governments, expanding subsidies for healthcare insurance, and provide additional funding for COVID-19 testing, vaccination, and treatment, among several other provisions. With respect to relief for educational agencies, it included grants of \$125.8 billion for states to support statewide and local funding for elementary and secondary schools and public postsecondary institutions. It provides that states that receive the grants cannot reduce their spending levels on education as a proportion of their budgets during fiscal years 2022 or 2023, compared with the average level from fiscal years 2017 through 2019.

State Responses to COVID-19 Pandemic. At the State level, to address some of the challenges that have arisen due to the COVID-19 pandemic, legislative actions include:

\$1.1 Billion in Emergency Coronavirus funding (March 16, 2020): The State legislature passed \$1.1 billion in general purpose spending authority providing emergency funds to respond to the pandemic, which was signed by the Governor on March 17, 2020.

\$7.6 Billion Coronavirus Relief Package (February 73, 2021): The Governor signed legislation providing \$7.6 billion in State funding aimed at helping individuals and businesses that were not included in federal aid packages, which included sending rebates to low-income, disabled and undocumented persons when 2020 taxes were filed, \$2 billion in grants for small business, \$35 million for food and diaper banks and \$400 million in subsidies for childcare providers.

Educational Agencies and the COVID-19 Pandemic. Impacts on school districts from the COVID-19 pandemic include:

Remote Learning; Attendance and Enrollment. In-person classroom instruction throughout State schools was generally suspended from March 2020 through the end of the 2019-20 academic year. The 2020-21 academic year included significant amounts of distance learning as opposed to in-person instruction due to State and local restrictions and recommendations. The 2021-22 academic year generally commenced with in-person learning with an independent study option. Impacts of remote learning include difficulty in tracking and maintaining average daily attendance figures. Several school districts also experienced unplanned declines in enrollment, due to home schooling and families moving out of the State, among other reasons.

Senate Bill 117 (March 17, 2020): Legislation which effectively held school districts harmless from funding losses that could result from attendance issues under the State's education funding formula. See Appendix A under the heading "DISTRICT FINANCIAL INFORMATION – Education Funding Generally."

Safe Schools for All Plan (December 30, 2020): The Governor announced a plan aimed at incentivizing schools to offer in-person learning, also implemented with Senate and Assembly Bill 86. The plan provided schools with financial incentives totaling \$2 billion to offer in-person instruction beginning April 1, 2021, and after May 15, eligibility ceased. Funds obtained were primarily to be spent on purposes consistent with providing in-person instruction, including COVID-19 testing, cleaning, personal protective equipment, facility needs, staffing costs, and social and mental health supports provided in conjunction with in-person instruction. Districts were required to continue to offer distance learning options.

State's Fiscal Years 2021-22 and 2022-23 Budgets and Related Legislation: The two most recent State budgets have provided historic levels of funding for educational purposes. Funding is aimed at the expansion of transitional kindergarten, funding of community wellness and student health hubs on campuses, expanded learning programs and increased special education funding, and minimizing the impacts that reductions in average daily attendance resulting from the COVID-19 pandemic might have on a school district's funding entitlement.

For more information on the District's response to the COVID-19 pandemic, see Appendix A under the heading "GENERAL INFORMATION ABOUT THE DISTRICT - District's Response to COVID-19 Pandemic."

Disclaimer Regarding COVID-19 Pandemic. Notwithstanding several vaccines and boosters for COVID-19 are currently generally widely available and restrictions on activities have generally expired and lapsed, investors continue to be cautioned that the District cannot predict

the full impacts that the COVID-19 pandemic may have had or will continue to have, either directly or indirectly, on its operations, including its enrollment, finances, property values and other matters.

General Obligation Bonds Secured by Ad Valorem Property Tax Revenues. Notwithstanding the foregoing information regarding the COVID-19 pandemic, the Bonds described herein are voter-approved general obligations of the District payable solely from the levy and collection of *ad valorem* property taxes, unlimited as to rate or amount, levied in the District. The Bonds are not payable from the general fund of the District. See “SECURITY FOR THE BONDS – *Ad Valorem* Taxes” and “PROPERTY TAXATION – Tax Levies and Delinquencies” and “--Property Tax Collection Procedures” herein.

PROPERTY TAXATION

Property Tax Collection Procedures

Generally. In California, property which is subject to *ad valorem* taxes is classified as “secured” or “unsecured.” The “secured roll” is that part of the assessment roll containing (1) state assessed public utilities’ property and (2) property the taxes on which are a lien on real property sufficient, in the opinion of the county assessor, to secure payment of the taxes. A tax levied on unsecured property does not become a lien against such unsecured property, but may become a lien on certain other property owned by the taxpayer. Every tax which becomes a lien on secured property has priority over all other liens arising pursuant to State law on such secured property, regardless of the time of the creation of the other liens. Secured and unsecured property are entered separately on the assessment roll maintained by the county assessor. The method of collecting delinquent taxes is substantially different for the two classifications of property.

Property taxes on the secured roll are due in two installments, on November 1 and February 1 of each fiscal year. If unpaid, such taxes become delinquent after December 10 and April 10, respectively, and a 10% penalty attaches to any delinquent payment. In addition, property on the secured roll with respect to which taxes are delinquent is declared tax defaulted on or about June 30 of the fiscal year. Such property may thereafter be redeemed by payment of the delinquent taxes and a delinquency penalty, plus a redemption penalty of 1-1/2% per month to the time of redemption. If taxes are unpaid for a period of five years or more, the property is subject to sale by the county in which the property is located.

Property taxes are levied for each fiscal year on taxable real and personal property situated in the taxing jurisdiction as of the preceding January 1. A bill enacted in 1983, Senate Bill 813 (Statutes of 1983, Chapter 498), however, provided for the supplemental assessment and taxation of property as of the occurrence of a change of ownership or completion of new construction. Thus, this legislation eliminated delays in the realization of increased property taxes from new assessments. As amended, Senate Bill 813 provided increased revenue to taxing jurisdictions to the extent that supplemental assessments of new construction or changes of ownership occur subsequent to the January 1 lien date and result in increased assessed value.

Property taxes on the unsecured roll are due on the January 1 lien date and become delinquent, if unpaid on the following August 31. A 10% penalty is also attached to delinquent taxes in respect of property on the unsecured roll, and further, an additional penalty of 1-1/2% per month accrues with respect to such taxes beginning the first day of the third month following the delinquency date. The taxing authority has four ways of collecting unsecured personal property taxes: (1) a civil action against the taxpayer; (2) filing a certificate in the office of the county clerk specifying certain facts in order to obtain a judgment lien on certain property of the taxpayer; (3) filing a certificate of delinquency for record in the county recorder’s office, in order to obtain a lien on certain property of the taxpayer; and (4) seizure and sale of personal property, improvements or possessory interests belonging or assessed to the assessee. The exclusive means of enforcing the payment of delinquent taxes in respect of property on the secured roll is the sale of the property securing the taxes for the amount of taxes which are delinquent.

Disclaimer Regarding Property Tax Collection Procedures. The property tax collection procedures described above are subject to amendment based on legislation or executive order which may be enacted by the State legislature or declared by the Governor from time to time. The District cannot predict whether future amendments or orders will occur, and what impact, if

any, said future amendments or orders could have on the procedures relating to the levy and collection of property taxes, and related interest and penalties.

Taxation of State-Assessed Utility Property

The State Constitution provides that most classes of property owned or used by regulated utilities be assessed by the State Board of Equalization (“SBE”) and taxed locally. Property valued by the SBE as an operating unit in a primary function of the utility taxpayer is known as “unitary property”, a concept designed to permit assessment of the utility as a going concern rather than assessment of each individual element of real and personal property owned by the utility taxpayer. State-assessed unitary and “operating nonunitary” property (which excludes nonunitary property of regulated railways) is allocated to the counties based on the situs of the various components of the unitary property. Except for unitary property of regulated railways and certain other excepted property, all unitary and operating nonunitary property is taxed at special county-wide rates and tax proceeds are distributed to taxing jurisdictions according to statutory formulae generally based on the distribution of taxes in the prior year.

Assessed Valuations

Assessed Valuation History. The assessed valuation of property in the District is established by the County Assessor, except for public utility property which is assessed by the State Board of Equalization. Assessed valuations are reported at 100% of the “full value” of the property, as defined in Article XIII A of the California Constitution. The full value may be adjusted annually to reflect inflation at a rate not to exceed 2% per year, or to reflect a reduction in the consumer price index or comparable data for the area, or to reflect declines in property value caused by substantial damage, destruction or other factors, including assessment appeals filed by property owners. For a discussion of how properties currently are assessed, see Appendix A under the heading “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS.”

Certain classes of property, such as churches, colleges, not-for-profit hospitals, and charitable institutions, are exempt from property taxation and do not appear on the tax rolls.

The table following shows a recent history of the District’s assessed valuation.

OXNARD SCHOOL DISTRICT Assessed Valuation Fiscal Years 2013-14 through 2022-23

<u>Fiscal Year</u>	<u>Local Secured</u>	<u>Utility*</u>	<u>Unsecured</u>	<u>Total</u>	<u>% Change</u>
2013-14	\$9,875,630,783	\$34,435,156	\$613,236,660	\$10,523,302,599	--%
2014-15	10,597,503,942	39,593,576	621,441,796	11,258,539,314	7.0
2015-16	11,159,738,946	35,923,728	615,391,189	11,811,053,863	4.9
2016-17	11,572,450,695	27,821,419	630,809,104	12,231,081,218	3.6
2017-18	12,162,886,371	26,420,545	624,628,048	12,813,934,964	4.8
2018-19	12,722,763,657	22,019,444	665,603,830	13,410,386,931	4.7
2019-20	13,296,260,662	19,486	766,628,545	14,062,908,693	4.9
2020-21	13,883,011,089	37,668	756,805,376	14,639,854,133	4.1
2021-22	14,373,837,729	37,038	786,634,741	15,163,509,508	3.6
2022-23	15,214,279,027	35,312	826,329,897	16,040,644,236	5.8

*In fiscal year 2019-20 certain property owned by NRG California South LP - Mandalay was removed from the utility tax rolls.
Source: California Municipal Statistics, Inc.

Factors Relating to Increases/Decreases in Assessed Value. Economic Conditions; Disasters. As indicated in the previous table, assessed valuations are subject to change in each year. Increases or decreases in assessed valuation result from a variety of factors including but not limited to general economic conditions, supply and demand for real property in the area, government regulations such as zoning, and man-made or natural disasters which include but are not limited to earthquakes, fires/wildfires, floods, drought, mudslides and the consequences of climate change such as heat waves, droughts, sea level rise and floods, which could have an impact on assessed values. The State including the region the District is located has in recent years experienced significant natural disasters such as earthquakes, droughts, mudslides and floods. Public health disasters such as the COVID-19 pandemic could also have direct and indirect impacts on economic conditions and property values.

Future Conditions and Disasters Cannot be Predicted. The District cannot predict or make any representations regarding the effects that any natural or manmade disasters, including health disasters such as the COVID-19 pandemic, and the effects of climate change, and related conditions have or may have on the value of taxable property within the District, or to what extent the effects said disasters might have on economic activity in the District or throughout the State.

Assessed Valuation by Jurisdiction

The following table shows the assessed valuation of local secured property within the District by jurisdiction for fiscal year 2022-23.

**OXNARD SCHOOL DISTRICT
Assessed Valuations by Jurisdiction
Fiscal Year 2022-23**

[on order]

Source: *California Municipal Statistics, Inc.*

Parcels by Land Use

The following table shows a breakdown of local secured property assessed value and parcels within the District by land use for fiscal year 2022-23.

OXNARD SCHOOL DISTRICT
Local Secured Property Assessed Valuation and Parcels by Land Use
Fiscal Year 2022-23

[on order]

(1) Local Secured Assessed Valuation, excluding tax-exempt property.
Source: *California Municipal Statistics, Inc.*

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Per Parcel Assessed Valuation of Single-Family Homes

The following table sets forth the per-parcel assessed valuation of single-family homes in fiscal year 2022-23.

OXNARD SCHOOL DISTRICT Per Parcel Assessed Valuation of Single-Family Homes Fiscal Year 2022-23

[on order]

(1) Improved single-family residential parcels. Excludes condominiums and parcels with multiple family units.
Source: *California Municipal Statistics, Inc.*

Reassessments and Appeals of Assessed Value

There are general means by which assessed values can be reassessed or appealed that could adversely impact property tax revenues within the District.

Appeals may be based on Proposition 8 of November 1978, which requires that for each January 1 lien date, the taxable value of real property must be the lesser of its base year value, annually adjusted by the inflation factor pursuant to Article XIII A of the State Constitution, or its full cash value, taking into account reductions in value due to damage, destruction, depreciation, obsolescence, removal of property or other factors causing a decline in value. See “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS – Article XIII A of the California Constitution” in Appendix A.

Under California law, property owners may apply for a Proposition 8 reduction of their property tax assessment by filing a written application, in form prescribed by the State Board of Equalization, with the County board of equalization or assessment appeals board. In most cases, the appeal is filed because the applicant believes that present market conditions (such as residential home prices) cause the property to be worth less than its current assessed value.

Any reduction in the assessment ultimately granted as a result of such appeal applies to the year for which application is made and during which the written application was filed. These reductions are subject to yearly reappraisals and are adjusted back to their original values, adjusted for inflation, when market conditions improve. Once the property has regained its prior value, adjusted for inflation, it once again is subject to the annual inflationary factor growth rate allowed under Article XIII A.

A second type of assessment appeal involves a challenge to the base year value of an assessed property. Appeals for reduction in the base year value of an assessment, if successful, reduce the assessment for the year in which the appeal is taken and prospectively thereafter. The base year is determined by the completion date of new construction or the date of change of ownership. Any base year appeal must be made within four years of the change of ownership or new construction date.

Proposition 8 reductions may also be unilaterally applied by the County Assessor. The District cannot predict the changes in assessed values that might result from pending or future appeals by taxpayers or by reductions initiated by the County Assessor. Any reduction in aggregate District assessed valuation due to appeals, as with any reduction in assessed valuation due to other causes, will cause the tax rate levied to repay the Bonds to increase accordingly, so that the fixed debt service on the Bonds (and other outstanding general obligation bonds, if any) may be paid.

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Typical Tax Rates

The table below summarizes recent total *ad valorem* tax rates levied by all taxing entities for property in the District which lies in Tax Rate Area 3-001 (____% of District's total 2022-23 assessed value).

OXNARD SCHOOL DISTRICT
Typical Tax Rates
(TRA 3-001)
Dollars per \$100 of Assessed Valuation
Fiscal Years 2018-19 through 2022-23

	2018-19	2019-20	2020-21	2021-22	2022-23
1% General Fund Levy	\$1.000000	\$1.000000	\$1.000000	\$1.000000	\$1.000000
Oxnard School District	.110900	.105900	.102200		
Oxnard Union HSD	.047500	.049100	.052700	[on order]	
Ventura CCD	.015200	.014300	.015000		
Metropolitan Water District	.003500	.003500	.003500		
City of Oxnard	.062796	.060177	.070667		
Total	\$1.239896	\$1.232977	\$1.244067		

Source: California Municipal Statistics, Inc.

Tax Levies and Delinquencies

The Board of Supervisors of the County has adopted the Alternative Method of Distribution of Tax Levies and Collections and of Tax Sale Proceeds (the “**Teeter Plan**”), as provided for in Section 4701 *et seq.* of the California Revenue and Taxation Code. Under the Teeter Plan, each entity levying property taxes in the County may draw on the amount of uncollected secured taxes on the secured roll credited to its fund, in the same manner as if the amount credited had been collected. The District participates in the County’s Teeter Plan. Currently, the County includes the one percent general fund apportionment in the Teeter Plan. As such, the District receives 100% of secured property taxes levied in exchange for foregoing any interest and penalties collected on delinquent taxes on such taxes. The County does not currently include levies for voter-approved general obligation bonds or special tax bonds and assessments in its Teeter Plan, so the District is subject to delinquencies but is entitled to interest and penalties on delinquent payments.

So long as the Teeter Plan remains in effect, the District’s receipt of revenues with respect to the levy of *ad valorem* property taxes will not be dependent upon actual collections of the *ad valorem* property taxes by the County. However, under the statute creating the Teeter Plan, the Board of Supervisors can under certain circumstances terminate the Teeter Plan in part or in its entirety with respect to the entire County and, in addition, the Board of Supervisors can terminate the Teeter Plan with respect to the District if the delinquency rate for all *ad valorem* property taxes levied within the District in any year exceeds 3%. In the event that the Teeter Plan were terminated with regard to the secured tax roll, the amount of the levy of *ad valorem* property taxes in the District would depend upon the collections of the *ad valorem* property taxes and delinquency rates experienced with respect to the parcels within the District. With respect to general obligation bonds, county assessors are authorized to levy taxes sufficient to pay debt service on bonds coming due, including at a rate that will provide for a reserve in the event of delinquencies. The District cannot represent the sufficiency of any such reserve to the extent necessary to cover delinquent taxes, to the extent the Teeter Plan were amended or discontinued.

The District cannot provide any assurances that the County will continue to maintain the Teeter Plan described above, or will have sufficient funds available to distribute the full amount of the District's share of property tax collections to the District. The ability of the County to maintain the Teeter Plan may depend on its financial resources and may be affected by future property tax delinquencies. Property tax delinquencies may be impacted by economic and other factors beyond the District's or the County's control, including the ability or willingness of property owners to pay property taxes during an economic recession or depression. An economic recession or depression could be caused by many factors outside the control of the District, including high interest rates, reduced consumer confidence, reduced real wages or reduced economic activity as a result of the spread of COVID-19 or other outbreak of disease or natural or manmade disaster. See "SECURITY FOR THE BONDS – Disclosure Relating to COVID-19 Pandemic."

Notwithstanding the operation of the Teeter Plan, historical secured tax levy collections and delinquencies in the District, with respect to the one percent general fund apportionment, are summarized in the following table.

**OXNARD SCHOOL DISTRICT
Secured Tax Charges and Delinquencies⁽¹⁾
Fiscal Years 2015-16 through 2021-22**

<u>Fiscal Year</u>	<u>Secured Tax Charge⁽¹⁾</u>	<u>Amount Delinquent June 30</u>	<u>Percent Delinquent June 30</u>
2010-11	\$18,765,320	\$357,250	1.90%
2011-12	18,542,778	266,915	1.44
2012-13	18,752,651	257,067	1.37
2013-14	19,310,523	175,741	0.91
2014-15	20,727,531	171,390	0.83
2015-16	21,915,073	299,222	1.37
2016-17	22,639,025	183,585	0.81
2017-18	23,700,425	178,793	0.75
2018-19	24,834,149	181,150	0.73
2019-20	25,981,405	361,739	1.39
2020-21	27,121,824	202,422	0.75
2021-22	27,991,588	229,633	0.82

(1) 1% General Fund apportionment.
Source: California Municipal Statistics, Inc

Top Twenty Property Owners

The twenty taxpayers in the District with the greatest combined assessed valuation of taxable property on the fiscal year 2022-23 tax roll, and the assessed valuations thereof, are shown in the following table.

The more property (by assessed value) which is owned by a single taxpayer in the District, the greater amount of tax collections is exposed to weaknesses in the taxpayer's financial situation and ability or willingness to pay property taxes. Each taxpayer listed below is a unique name listed on the tax rolls. The District cannot determine from County assessment records whether individual persons, corporations or other organizations are liable for tax payments with respect to multiple properties held in various names that in aggregate may be larger than is suggested by the table below.

OXNARD SCHOOL DISTRICT Top Twenty Secured Property Taxpayers Fiscal Year 2022-23

	<u>Property Owner</u>	<u>Primary Land Use</u>	<u>2022-23 Assessed Valuation</u>	<u>% of Total ⁽¹⁾</u>
1.	F. Oliveira Ranch Co., Lessor	Shopping Center	\$92,142,318	0.61%
2.	BG Terminal CA LLC, Lessor	Industrial	75,261,993	0.49
3.	Pegh Investments LLC	Industrial	68,392,271	0.45
4.	Felcor/JPM Hospitality LLC	Hotel	66,780,000	0.44
5.	PUR CIV LLC	Apartments	57,892,000	0.38
6.	Centerpoint Mall LLC	Shopping Center	53,980,270	0.35
7.	Seminis Vegetable Seeds Inc.	Industrial	52,829,884	0.35
8.	Cedar Cresting LP	Apartments	43,715,683	0.29
9.	Sysco Food Services of Ventura	Industrial	43,693,534	0.29
10.	Titan Global Holdings LLC	Industrial	40,878,400	0.27
11.	Madera My Dear LP	Apartments	39,524,314	0.26
12.	Western Precooling Systems	Industrial	38,860,295	0.26
13.	MPL Property Holdings LLC	Residential Land	37,253,472	0.24
14.	Ostrow Partnership	Shopping Center	33,550,157	0.22
15.	Swift Investments Co.	Shopping Center	33,336,996	0.22
16.	NRG California South LP	Power Generation	33,007,658	0.22
17.	ROIC California LLC	Shopping Center	31,665,754	0.21
18.	John McGrath Family Partnership LP	Commercial Properties	28,674,791	0.19
19.	Boskovich Farms Inc.	Industrial	27,609,660	0.18
20.	Cavort Properties LP	Apartments	<u>27,385,000</u>	<u>0.18</u>
			<u>\$926,434,450</u>	<u>6.09%</u>

(1) 2022-23 total secured assessed valuation: \$15,214,279,027.

Source: California Municipal Statistics, Inc.

Debt Obligations

Set forth on the following page is a direct and overlapping debt report (the "Debt Report") prepared by California Municipal Statistics, Inc. and dated _____, 2023 with respect to debt issued as of _____, 2023. The Debt Report is included for general information purposes only. The District has not reviewed the Debt Report for completeness or accuracy and makes no representation in connection therewith.

The Debt Report generally includes long-term obligations sold in the public credit markets by public agencies whose boundaries overlap the boundaries of the District in whole or in part. Such long-term obligations generally are not payable from revenues of the District (except as

indicated) nor are they necessarily obligations secured by land within the District. In many cases, long-term obligations issued by a public agency are payable only from the general fund or other revenues of such public agency.

OXNARD SCHOOL DISTRICT
Statement of Direct and Overlapping Bonded Debt
Dated as of _____, 2023

[on order]

(1) Excludes the Bonds described herein.

(2) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Source: *California Municipal Statistics, Inc.*

BOND INSURANCE

The District has applied for bond insurance to guarantee the scheduled payment of principal of and interest on the Bonds and, if a commitment is issued to insure the Bonds, will determine prior to the sale of the Bonds whether to obtain such insurance.

TAX MATTERS

Tax Exemption

Federal Tax Status. In the opinion of Jones Hall, A Professional Law Corporation, San Francisco, California, Bond Counsel, subject, however to the qualifications set forth below, under existing law, the interest on the Bonds is excluded from gross income for federal income tax purposes and such interest is not an item of tax preference for purposes of the federal alternative minimum tax. Interest on the Bonds may be subject to the corporate alternative minimum tax.

The opinions set forth in the preceding paragraph are subject to the condition that the District comply with all requirements of the Internal Revenue Code of 1986, as amended (the "**Tax Code**") relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Bonds. The District has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Bonds.

Tax Treatment of Original Issue Discount and Premium. If the initial offering price to the public at which a Bond is sold is less than the amount payable at maturity thereof, then such difference constitutes "original issue discount" for purposes of federal income taxes and State of California personal income taxes. If the initial offering price to the public at which a Bond is sold is greater than the amount payable at maturity thereof, then such difference constitutes "original issue premium" for purposes of federal income taxes and State of California personal income taxes. *De minimis* original issue discount and original issue premium are disregarded.

Under the Tax Code, original issue discount is treated as interest excluded from federal gross income and exempt from State of California personal income taxes to the extent properly allocable to each owner thereof subject to the limitations described in the first paragraph of this section. The original issue discount accrues over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). The amount of original issue discount accruing during each period is added to the adjusted basis of such Bonds to determine taxable gain upon disposition (including sale, redemption, or payment on maturity) of such Bond. The Tax Code contains certain provisions relating to the accrual of original issue discount in the case of purchasers of the Bonds who purchase the Bonds after the initial offering of a substantial amount of such maturity. Owners of such Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Bonds with original issue discount, including the treatment of purchasers who do not purchase in the original offering, the allowance of a deduction for any loss on a sale or other disposition, and the treatment of accrued original issue discount on such Bonds under federal individual alternative minimum taxes.

Under the Tax Code, original issue premium is amortized on an annual basis over the term of the Bond (said term being the shorter of the Bond's maturity date or its call date). The

amount of original issue premium amortized each year reduces the adjusted basis of the owner of the Bond for purposes of determining taxable gain or loss upon disposition. The amount of original issue premium on a Bond is amortized each year over the term to maturity of the Bond on the basis of a constant interest rate compounded on each interest or principal payment date (with straight-line interpolations between compounding dates). Amortized Bond premium is not deductible for federal income tax purposes. Owners of premium Bonds, including purchasers who do not purchase in the original offering, should consult their own tax advisors with respect to State of California personal income tax and federal income tax consequences of owning such Bonds.

California Tax Status. In the further opinion of Bond Counsel, interest on the Bonds is exempt from California personal income taxes.

Other Tax Considerations

Current and future legislative proposals, if enacted into law, clarification of the Tax Code or court decisions may cause interest on the Bonds to be subject, directly or indirectly, to federal income taxation or to be subject to or exempted from state income taxation, or cause the Bonds to not be “qualified tax-exempt obligations,” or otherwise prevent beneficial owners from realizing the full current benefit of the tax status of such interest. The introduction or enactment of any such legislative proposals, clarification of the Tax Code or court decisions may also affect the market price for, or marketability of, the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, such legislation would apply to bonds issued prior to enactment.

The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of such opinion, and Bond Counsel has expressed no opinion with respect to any proposed legislation or as to the tax treatment of interest on the Bonds, or as to the consequences of owning or receiving interest on the Bonds, as of any future date. Prospective purchasers of the Bonds should consult their own tax advisors regarding any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel expresses no opinion.

Owners of the Bonds should also be aware that the ownership or disposition of, or the accrual or receipt of interest on, the Bonds may have federal or state tax consequences other than as described above. Other than as expressly described above, Bond Counsel expresses no opinion regarding other federal or state tax consequences arising with respect to the Bonds, the ownership, sale or disposition of the Bonds, or the amount, accrual or receipt of interest on the Bonds.

Form of Opinion

A copy of the proposed form of approving legal opinion of Bond Counsel is attached hereto as Appendix D.

CONTINUING DISCLOSURE

The District has covenanted for the benefit of holders and beneficial owners of the Bonds to provide certain financial information and operating data relating to the District by not later than nine months following the end of the District's fiscal year (which currently would be by March 31 each year based upon the June 30 end of the District's fiscal year), commencing by March 31, 2024 with the report for the 2022-23 Fiscal Year (the "**Annual Report**"), and to provide notices of the occurrence of certain enumerated events. The Annual Report and any event notices will be filed by the District with the Municipal Securities Rulemaking Board (the "**MSRB**"). The specific nature of the information to be contained in an Annual Report or other notices is set forth below under the caption "APPENDIX E – Form of Continuing Disclosure Certificate." These covenants have been made in order to assist the Underwriter in complying with S.E.C. Rule 15c2-12(b)(5) (the "**Rule**").

[TO BE UPDATED FOR 2023 BASED ON DAC REPORT] The District has made undertakings pursuant to the Rule in connection with prior debt issuances. Specific instances of non-compliance with prior undertakings in the previous five years are (i) filing the annual report for fiscal year 2015 late, (ii) filing operating data late or filing operating data that did not conform to all of the requirements of certain previous undertakings for fiscal years ending 2015, 2017 and 2018, (iii) the late filing of the District's first interim and budget reports for the fiscal years ending in 2015 through 2018, which have a December 1 filing deadline, (iv) not filing in a timely manner notices of rating changes with respect to rating downgrades and upgrades for bond insurers which insure certain of the District's debt issues, and (v) not filing in a timely manner notices of failure to file annual reports and ratings change notices.

The District currently serves as its own dissemination agent in connection with its prior undertakings as well as the undertaking relating to the Bonds.

RATING

S&P Global Ratings, a business unit of Standard & Poor's Financial Services LLC ("**S&P**") has assigned a rating of "___" to the Bonds. The District has provided certain additional information and materials to S&P (some of which has been determined not to be material to making an investment decision in the Bonds and does not appear in this Official Statement). Such rating reflects only the views of S&P and explanations of the significance of such rating may be obtained only from S&P. There is no assurance that any credit rating given to the Bonds will be maintained for any period of time or that the rating may not be lowered or withdrawn entirely by S&P if, in S&P's judgment, circumstances so warrant. Any such downward revision or withdrawal of a rating may have an adverse effect on the market price of the Bonds.

UNDERWRITING

The Bonds are being purchased by Raymond James & Associates, Inc. (the "**Underwriter**"). The Underwriter has agreed to purchase the Bonds at a price of \$_____ which is equal to the initial principal amount of the Bonds of \$_____, plus original issue premium of \$_____ less an Underwriter's discount of \$_____.

The bond purchase agreement relating to the Bonds provides that the Underwriter will purchase all of the Bonds (if any are purchased), and provides that the Underwriter's obligation to purchase is subject to certain terms and conditions, including the approval of certain legal matters by counsel.

The Underwriter may offer and sell Bonds to certain dealers and others at prices lower than the offering prices stated on the inside cover page hereof. The offering prices may be changed by the Underwriter.

MISCELLANEOUS

Legality for Investment

Under provisions of the California Financial Code, the Bonds are legal investments for commercial banks in California to the extent that the Bonds, in the informed opinion of the bank, are prudent for the investment of funds of depositors, and under provisions of the California Government Code, the Bonds are eligible to secure deposits of public moneys in California.

Litigation

No litigation is pending or threatened concerning the validity of the Bonds, and a certificate to that effect will be furnished to purchasers at the time of the original delivery of the Bonds. The District is not aware of any litigation pending or threatened that (i) questions the political existence of the District, (ii) contests the District's ability to receive *ad valorem* taxes or to collect other revenues or (iii) contests the District's ability to issue and retire the Bonds.

The District is subject to lawsuits and claims that have arisen and/or may arise in the normal course of operating the District. In the opinion of the District, the aggregate amount of the uninsured liabilities of the District under existing lawsuits and claims will not materially affect the financial position or operations of the District. The District cannot predict what types of claims may arise in the future.

Compensation of Certain Professionals

Payment of the fees and expenses of Bond Counsel, Disclosure Counsel, and CFW Advisory Services LLC, Alameda County, as municipal advisor to the District, is contingent upon issuance of the Bonds.

Disclaimer Regarding Cyber Risks

The District, like other public and private entities, relies on computer and other digital networks and systems to conduct its operations. The District's systems are generally managed by the County Office of Education. As a recipient and provider of personal, private or other electronic sensitive information, the District, or the County Office of Education, may be the subject of cyber threats including, but not limited to, hacking, viruses, malware and other attacks on computer and other sensitive digital networks and systems. Entities or individuals may attempt to gain unauthorized remote access to systems for the purposes of misappropriating assets or information or causing operational disruption or damage, or demanding ransom for restored access to files or information.

[CONFIRM] [The District has never had a major cyber breach that resulted in a financial loss.] No assurance can be given that the District's current efforts to manage cyber threats and security will, in all cases, be successful. The District cannot predict what future cyber security events may occur, if any, with respect to it or the County Office of Education, and what impact said events could have on its operations or finances. [The District maintains a standard policy of insurance with respect to potential cyber incidents and related damages.]

The District relies on other entities and service providers in the course of operating the District, including the County with respect to the levy and collection of *ad valorem* property taxes and its servers and systems for accounting and other matters, as well as other trustees, fiscal agents and dissemination agents. No assurance can be given that future cyber threats and attacks against other third party entities or service providers will not impact the District and the owners of the Bonds, including the possibility of impacting the timely payments of debt service on the Bonds or timely filings pursuant to the Continuing Disclosure Certificate.

Additional Information

The discussions herein about the Bond Resolution and the Continuing Disclosure Certificate are brief outlines of certain provisions thereof. Such outlines do not purport to be complete and for full and complete statements of such provisions reference is made to such documents. Copies of these documents are available from the District and following delivery of the Bonds will be on file at the offices of the Paying Agent in Dallas, Texas.

References are also made herein to certain documents and reports relating to the District; such references are brief summaries and do not purport to be complete or definitive. Copies of such documents are available upon written request to the District.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the District and the purchasers or Owners of any of the Bonds.

EXECUTION

The execution and delivery of this Official Statement have been duly authorized by the District.

OXNARD SCHOOL DISTRICT

By: _____
Assistant Superintendent,
Business and Fiscal Services

APPENDIX A

DISTRICT GENERAL AND FINANCIAL INFORMATION

The information in this section concerning the operations of the District, its operating budget and the District's general fund finances is provided as supplementary information only, and it should not be inferred from the inclusion of this information in this Official Statement that the principal of or interest on the Bonds is payable from the general fund of the District. The Bonds are payable solely from the proceeds of a voter-approved ad valorem tax required to be levied by the County in an amount sufficient for the payment thereof. See "SECURITY FOR THE BONDS" in the main body of the Official Statement.

GENERAL INFORMATION ABOUT THE DISTRICT

General Information

The District. The District consists of an area of 28 square miles located in the southeastern portion of County of Ventura (the "County"). It was established in 1873 and provides transitional kindergarten through eighth grade educational services to the residents of the City of Oxnard and a portion of the City of Port Hueneme. The District has eleven K-5 elementary schools, six K-8 schools, three 6-8 middle schools, and one special education annex. Enrollment is budgeted for approximately for 13,883 students in fiscal year 2022-23. For demographic information regarding the County, see Appendix C hereto.

Administration

Board of Trustees. The District is governed by a five-member Board of Trustees (the "Board"), with each member elected to a four-year term. Elections for positions on the Board are held every two years, alternating between two and three available positions. Current members of the Board, together with their office and the date their term expires, are listed below:

Board of Trustees As of January 1, 2023

Name	Office	Term Expires
Veronica Robles-Solis	President	December 2026
Jarely Lopez	Clerk	December 2026
Rose Gonzales	Member	December 2026
Monica Madrigal Lopez	Member	December 2024
MaryAnn Rodriguez	Member	December 2024

Source: Oxnard School District.

District Administration. The Superintendent of the District, appointed by the Board, is responsible for management of the day-to-day operations and supervises the work of other District administrators. Below is a short summary of the educational and professional background of the Superintendent. The Assistant Superintendent, Business and Fiscal Services is Valerie Mitchell, MPPA.

Superintendent, Dr. Karling Aguilera-Fort. Dr. Karling Aguilera-Fort is the Superintendent of the Oxnard School District since 2019. Prior to joining the OSD, Dr. Aguilera-Fort served as the Superintendent of the El Rancho Unified School District (ERUSD). Before becoming superintendent of schools, Dr. Aguilera-Fort has served as Bilingual Special Education teacher, school principal and assistant superintendent in charge of supervising PK-12 schools in the San Francisco Unified School District (SFUSD). Dr. Aguilera-Fort possesses school site, district, and regional national and international experience across PK- 12 and College levels. Throughout his career as Educational Leader he has supervised, coached, and mentored school and district leaders at all levels. He has been responsible for overseeing a number of programs created to address the needs of students that historically have not been served properly by our educational system. These programs include English Learner Services, Special Education Services, and Standard English Learner Services. These experiences have reinforced his beliefs on leading through a Student-Centered approach.

Recent Enrollment and ADA Trends

The following table shows historical enrollment and average daily attendance (“**ADA**”) for the District.

**ANNUAL ENROLLMENT AND ADA
Fiscal Years 2017-18 through 2022-23†
Oxnard School District**

School Year	Enrollment	% Change	ADA	% Change
2017-18	16,599	--%	15,984	--%
2018-19	16,164	(2.6)	15,613	(2.3)
2019-20	15,730	(2.7)	15,194	(2.7)
2020-21	15,132	(3.8)	15,194	0.0
2021-22†	14,381	(5.0)	15,185	(0.1)
2022-23†	13,883	(3.5)	14,755	(2.8)

†First Interim/Unaudited Actuals.
Source: Oxnard School District.

Employee Relations

[UPDATED STATUS OF BARGAINING UNIT CONTRACTS TO COME] The District has budgeted in fiscal year 2022-23, 860.0 full time equivalent (“**FTE**”) certificated employees, 776.0 FTE classified employees and 80.0 management/Supervisor/Confidential FTE employees. Certificated employees, classified employees and District police officers are represented by employee bargaining units as follows:

Employee Group	Representation	Contract Expiration Date
Certificated (teaching)	Oxnard Educators Assn	June 30, 2022*
Certificated (non-teaching)	Oxnard Supportive Services Assn	June 30, 2020*
Classified	CA School Employees Assn	October 31, 2020*

*Parties operating pursuant to expired contracts.
Source: Oxnard School District.

Insurance

The District participates in one joint powers agreement (“**JPA**”) entities, the Ventura County Schools Self-Funding Authority (“**VCSSFA**”). The VCSSFA provides workers compensation, property and liability coverage for its member school districts through a varying combination of self-insurance and excess coverage. The JPA is governed by a board consisting of a representative from each member district. The governing board controls the operations of its JPA independent of any influence by the member districts beyond their representation on the governing board. Each member district pays a premium commensurate with the level of coverage requested and shares surpluses and deficits proportionately to its participation in the JPA.

[CONFIRM] The District’s insurance policies include standard coverage for cyber events.

For more detail regarding insurance coverage, see also “APPENDIX B –AUDITED FINANCIAL STATEMENTS OF THE DISTRICT FOR FISCAL YEAR 2021-22.”

District’s Response to COVID-19 Pandemic

The COVID-19 Pandemic commenced in approximately March 2020 and caused a health emergency which resulted in shelter in place orders and remote learning, among other consequences, throughout the State. The District took all required actions based on State-wide and local orders, as well as pursuant to recommendations of the County Office of Education. The District has resumed all in-person learning with independent study options, including for the 2022-23 academic year.

Federal and State legislation was enacted providing additional funding for educational agencies in order to respond the additional costs and services required as a result of the COVID-19 pandemic. The District has received and/or been allocated a total combined amount of approximately [\$___] million from such programs. These funds will be spent in accordance with applicable guidelines, generally by no later than September 30, 2024.

The District will continue, when and if needed, to make adjustments to its programs to respond to mandates and directions from governing authorities with respect to the COVID-19 pandemic and any other health issue that may arise. The District cannot predict all of the direct and indirect impacts the COVID-19 pandemic may have had or could continue to have on its operations, including its finances, property values and other matters.

DISTRICT FINANCIAL INFORMATION

The information in this and other sections concerning the District's operations and operating budget is provided as supplementary information only, and it should not be inferred from the inclusion of this information in this Official Statement that the principal of or interest on the Bonds is payable from the general fund of the District. The Bonds are payable from the proceeds of an ad valorem tax required to be levied by the County in an amount sufficient for the payment thereof.

Education Funding Generally

School districts in California (the “**State**”) receive operating income primarily from two sources: the State funded portion which is derived from the State’s general fund, and a locally funded portion, being the district’s share of the one percent general *ad valorem* tax levy authorized by the California Constitution. As a result, decreases or deferrals in education funding by the State could significantly affect a school district’s revenues and operations.

From 1973-74 to 2012-13, California school districts operated under general purpose revenue limits established by the State Legislature. In general, revenue limits were calculated for each school district by multiplying (1) the average daily attendance (“**ADA**”) for such district by (2) a base revenue limit per unit of ADA. The revenue limit calculations were adjusted annually in accordance with a number of factors designated primarily to provide cost of living increases and to equalize revenues among all California school districts of the same type. Funding of a district’s revenue limit was provided by a mix of local property taxes and State apportionments of basic and equalization aid. Generally, the State apportionments amounted to the difference between the District’s revenue limit and its local property tax revenues. Districts which had local property tax revenues that exceeded their revenue limit entitlements were deemed a “Basic Aid District” and received full funding from local property tax revenues, and were entitled to keep those tax revenues which exceeded their revenue limit funding entitlement. A district which was not a Basic Aid District was known as a “Revenue Limit District.”

The fiscal year 2013-14 State budget replaced the previous K-12 finance system with a new formula known as the Local Control Funding Formula (the “**LCFF**”). Under the LCFF, revenue limits and most state categorical programs were eliminated. School districts instead receive funding based on the demographic profile of the students they serve and gain greater flexibility to use these funds to improve outcomes of students. The LCFF creates funding targets based on student characteristics. For school districts and charter schools, the LCFF funding targets consist of grade span-specific base grants plus supplemental and concentration grants that reflect student demographic factors. The LCFF includes the following components:

- A base grant for each local education agency per unit of ADA, which varies with respect to different grade spans. The base grant is \$2,375 more than the average revenue limit provided prior to LCFF implementation. The base grants will be adjusted upward each year to reflect cost-of-living increases. In addition, grades K-3 and 9-12 are subject to adjustments of 10.4% and 2.6%, respectively, to cover the costs of class size reduction in grades K-3 and the provision of career technical education in grades 9-12.

- A 20% supplemental grant for English learners, students from low-income families and foster youth to reflect increased costs associated with educating those students.
- An additional concentration grant of up to 65% (which was increased from 50% as part of the State’s trailer bill to the 2021-22 State Budget - Assembly Bill 130) of a local education agency’s base grant, based on the number of English learners, students from low-income families and foster youth served by the local agency that comprise more than 55% of enrollment.
- An economic recovery target to ensure that almost every local education agency receives at least their pre-recession funding level, adjusted for inflation, at full implementation of the LCFF.

The LCFF was implemented for fiscal year 2013-14 and was phased in gradually. Beginning in fiscal year 2013-14, an annual transition adjustment was required to be calculated for each school district, equal to each district’s proportionate share of the appropriations included in the State budget (based on the percentage of each district’s students who are low-income, English learners, and foster youth (“**Targeted Students**”)), to close the gap between the prior-year funding level and the target allocation at full implementation of LCFF. In each year, districts had the same proportion of their respective funding gaps closed, with dollar amounts varying depending on the size of a district’s funding gap. The legislation implementing LCFF also included a “hold harmless” provision which provided that a district or charter school would maintain total revenue limit and categorical funding at least equal to its 2012-13 level, unadjusted for changes in ADA or cost of living adjustments.

Funding levels used in the LCFF entitlement calculations for fiscal year 2022-23 are set forth in the following table.

**Fiscal Year 2022-23 Base Grant Funding* Under LCFF
by Grade Span**

Entitlement Factor	TK/K-3	4-6	7-8	9-12
A. 2021-22 Base Grant per ADA	\$8,093	\$8,215	\$8,458	\$9,802
B. Base Grant Adjustment (A x 6.70%)	\$542	\$550	\$567	\$657
C. 2022-23 COLA for LCFF (A x 6.56%)	\$531	\$539	\$555	\$643
D. 2022-23 Base Grant per ADA before Grade Span Adjustments (A+B+C)	\$9,166	\$9,304	\$9,580	\$11,102
E. Grade Span Adjustments (K-3: D x 10.4%; 9-12: D x 2.6%)	\$953	Not applicable	Not applicable	\$289
F. 2022-23 Base Grant/Adjusted Base Grant per ADA (D + E)	\$10,119	\$9,304	\$9,580	\$11,391

*Add-ons to the Base Grant, as may be applicable, are: (1) Supplemental Grant: For the supplemental grant funding entitlement, for each grade span, the calculation is the base grant or adjusted base grant per ADA, times total funded ADA, times Unduplicated Pupil Percentage, times 20%, (2) Concentration Grant: For the concentration grant funding entitlement, the calculation is the base grant or adjusted base grant per ADA, times total funded ADA, times portion of Unduplicated Pupil Percentage that exceeds 55%, times 65%, and (3) Transitional Kindergarten Add-On: For the TK add-on funding, the amount is the rate of \$2,813 times the school district’s current year TK ADA.

Source: California Department of Education.

The LCFF includes an accountability component. Districts are required to increase or improve services for English language learners, low income, and foster youth students in proportion to supplemental and concentration grant funding received. All school districts, county offices of education, and charter schools are required to develop and adopt local control and accountability plans, which identify local goals in areas that are priorities for the State, including pupil achievement, parent engagement, and school climate.

County superintendents review and provide support to the districts under their jurisdiction, and the Superintendent of Public Instruction performs a corresponding role for county offices of education. In addition, the State Budget for fiscal year 2013-14 created the California Collaborative for Education Excellence to advise and assist school districts, county offices of education, and charter schools in achieving the goals identified in their plans. Under the LCFF and related legislation, the State will continue to measure student achievement through statewide assessments, produce an Academic Performance Index for schools and subgroups of students, determine the contents of the school accountability report card, and establish policies to implement the federal accountability system.

Basic Aid or Community Supported districts are school districts which have local property tax revenues which exceed such district's funding entitlement under LCFF. As such, in lieu of State funding under LCFF, Basic Aid districts are entitled to keep the full share of local property tax revenues, even the amount which exceeds its funding entitlement under LCFF. The District's funding formula is currently determined pursuant to LCFF, and not as a Basic Aid district.

District Accounting Practices

The accounting practices of the District conform to generally accepted accounting principles in accordance with policies and procedures of the California School Accounting Manual. This manual, according to Section 41010 of the California Education Code, is to be followed by all California school districts.

District accounting is organized on the basis of funds, with each group consisting of a separate accounting entity. The major fund classification is the general fund which accounts for all financial resources not requiring a special fund placement. The District's fiscal year begins on July 1 and ends on June 30.

District expenditures are accrued at the end of the fiscal year to reflect the receipt of goods and services in that year. Revenues generally are recorded on a cash basis, except for items that are susceptible to accrual (measurable and/or available to finance operations). Current taxes are considered susceptible to accrual. Revenues from specific state and federally funded projects are recognized when qualified expenditures have been incurred. State block grant apportionments are accrued to the extent that they are measurable and predictable. The State Department of Education sends the District updated information from time to time explaining the acceptable accounting treatment of revenue and expenditure categories.

The Governmental Accounting Standards Board ("**GASB**") published its Statement No. 34 "Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments" on June 30, 1999. Statement No. 34 provides guidelines to auditors, state and local governments and special purpose governments such as school districts and public utilities, on new requirements for financial reporting for all governmental agencies in the United States. Generally, the basic financial statements and required supplementary information should include (i) Management's Discussion and Analysis; (ii) financial statements prepared using the economic

measurement focus and the accrual basis of accounting, (iii) fund financial statements prepared using the current financial resources measurement focus and the modified accrual method of accounting and (iv) required supplementary information.

Financial Statements

General. The District's Audited Financial Statements for the fiscal year ending fiscal year 2021-22 were prepared by Nigro & Nigro, PC, Murrieta, California (the "**Auditor**"). Audited financial statements for the District for the fiscal year ended June 30, 2022 and prior fiscal years are on file with the District and available for public inspection at the Superintendent's Office. See Appendix B hereto for the 2021-22 Audited Financial Statements. The District has not requested, and the auditor has not provided, any additional review of such financial statements in connection with their inclusion in the Official Statement. Copies of such financial statements will be mailed to prospective investors and their representatives upon written request to the District.

General Fund Revenues, Expenditures and Changes in Fund Balance. The District's general fund is the District's primary operating fund. It accounts for all financial resources of the District except those required to be accounted for in another fund. The following tables shows the audited income and expense statements for the District for the fiscal years 2017-18 through 2021-22.

**GENERAL FUND REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
Fiscal Years 2017-18 through 2021-22 (Audited)**

	Audited 2017-18	Audited 2018-19	Audited 2019-20	Audited 2020-21	Audited 2021-22
SOURCES					
LCFF Sources	\$161,894,674	\$170,082,603	\$170,919,092	\$167,476,463	
Federal Revenue	12,544,465	9,554,582	6,614,203	30,673,073	
Other State Revenue	17,754,593	28,350,602	20,742,196	28,735,933	
Other Local Revenue	10,105,439	10,831,880	11,339,254	14,313,207	[To Come]
Total Revenue Limit	202,299,171	218,819,667	209,614,745	241,198,676	
EXPENDITURES					
Instruction	129,017,066	142,114,760	139,237,373	133,358,190	
Instruction – Related Services	23,325,769	23,661,098	20,702,198	17,430,513	
Pupil Services	18,244,959	22,512,035	22,317,209	27,290,755	
General Administration	18,634,616	13,384,635	13,002,466	16,700,029	
Plant Services	15,336,460	15,091,536	14,703,682	15,938,668	
Facility Acquisition and Construction	--	--	--	--	
Community Services	2,370,504	1,037,222	43,653	44,361	
Transfers of Indirect Costs	(574,573)	(617,440)	(363,038)	(572,776)	
Other Outgo	--	--	--	--	
Debt Service	573,139	552,438	402,454	412,105	
Capital Outlay	6,455,545	820,869	196,499	549,242	
Intergovernmental Transfers	787,474	5,317,487	2,519,611	2,322,496	
Total Expenditures	213,298,207	223,874,640	212,762,107	213,725,093	
Excess of (Deficiency) of Revenues Over Expenditures	(10,999,036)	(5,054,973)	(3,147,362)	27,725,093	
OTHER FINANCING SOURCES					
Operating Transfers In	--	--	--	--	
Other sources (uses)	(461,555)	(2,330,338)	(329,516)	(1,000,000)	
Total Other Financing Sources (uses)	(461,555)	(2,330,338)	(329,516)	(1,000,000)	
Net Change in Fund Balance	(11,460,591)	(7,385,311)	(3,476,878)	26,725,093	
Fund Balance, July 1	40,021,067	28,560,476	21,175,165	17,539,224	
Adjustment for Restatement	--	--	(159,063)	--	
Fund Balance, June 30	\$28,560,476	\$21,175,165	\$21,016,102	\$44,264,317	

Source: Oxnard School District.

District Budget and Interim Financial Reporting

Budgeting and Interim Reporting Procedures. State law requires school districts to maintain a balanced budget in each fiscal year. The State Department of Education imposes a uniform budgeting and accounting format for school districts.

Under current law, a school district governing board must adopt and file with the county superintendent of schools a tentative budget by July 1 in each fiscal year. The District is under the jurisdiction of the Ventura County Superintendent of Schools (the "**County Superintendent**"). The County Superintendent is separate from the County, and is not an official of the County.

The County Superintendent must review and approve or disapprove the budget no later than August 15. The County Superintendent is required to examine the adopted budget for compliance with the standards and criteria adopted by the State Board of Trustees and identify technical corrections necessary to bring the budget into compliance with the established standards. If the budget is disapproved, it is returned to the District with recommendations for revision. The District is then required to revise the budget, hold a public hearing thereon, adopt the revised budget and file it with the County Superintendent no later than September 8. Pursuant to State law, the County Superintendent has available various remedies by which to impose and enforce a budget that complies with State criteria, depending on the circumstances, if a budget is disapproved. After approval of an adopted budget, the school district's administration may submit budget revisions for governing board approval.

Subsequent to approval, the County Superintendent will monitor each district under its jurisdiction throughout the fiscal year pursuant to its adopted budget to determine on an ongoing basis if the district can meet its current or subsequent year financial obligations. If the County Superintendent determines that a district cannot meet its current or subsequent year obligations, the County Superintendent will notify the district's governing board of the determination and may then do either or both of the following: (a) assign a fiscal advisor to enable the district to meet those obligations or (b) if a study and recommendations are made and a district fails to take appropriate action to meet its financial obligations, the County Superintendent will so notify the State Superintendent of Public Instruction, and then may do any or all of the following for the remainder of the fiscal year: (i) request additional information regarding the district's budget and operations; (ii) after also consulting with the district's board, develop and impose revisions to the budget that will enable the district to meet its financial obligations; and (iii) stay or rescind any action inconsistent with such revisions. However, the County Superintendent may not abrogate any provision of a collective bargaining agreement that was entered into prior to the date upon which the County Superintendent assumed authority.

A State law adopted in 1991 ("**A.B. 1200**") imposed additional financial reporting requirements on school districts, and established guidelines for emergency State aid apportionments. Under the provisions of A.B. 1200, each school district is required to file interim certifications with the County Superintendent (on December 15, for the period ended October 31, and by mid-March for the period ended January 31) as to its ability to meet its financial obligations for the remainder of the then-current fiscal year and, based on current forecasts, for the subsequent fiscal year. The County Superintendent reviews the certification and issues either a positive, negative or qualified certification. A positive certification is assigned to any school district that will meet its financial obligations for the current fiscal year and subsequent two fiscal years. A negative certification is assigned to any school district that is deemed unable to meet its financial obligations for the remainder of the current fiscal year or the subsequent fiscal year. A qualified

certification is assigned to any school district that may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.

Under California law, any school district and office of education that has a qualified or negative certification in any fiscal year may not issue, in that fiscal year or in the next succeeding fiscal year, certificates of participation, tax anticipation notes, revenue bonds or any other debt instruments that do not require the approval of the voters of the district, unless the applicable county superintendent of schools determines that the district's repayment of indebtedness is probable.

[TO BE CONFIRMED] District's Budget Approval/Disapproval and Certification History. In the past five years, each of the District's interim reports has been certified as positive, and each of its budgets has been approved by the County Superintendent. The District's 2022-23 Budget was approved by the County Superintendent, and its most recent interim report, the first interim for fiscal year 2022-23, was certified as positive by the District on December 14, 2022.

Copies of the District's budget, interim reports and certifications may be obtained upon request from the District Office at Oxnard School District, 1051 South A Street, Oxnard, California 93030. The District may impose charges for copying, mailing and handling.

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District's General Fund Fiscal Year 2022-23 (Adopted Budget and First Interim Projections). The following table shows the general fund figures for the District for fiscal year 2022-23 (adopted budget and first interim projections).

**GENERAL FUND REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE⁽¹⁾
Fiscal Year 2022-23 (Adopted Budget and First Interim Projections)
Oxnard School District**

	Adopted Budget 2022-23	First Interim Projections
<u>Revenues</u>		
LCFF Sources	\$189,385,327	\$197,464,308
Federal revenues	18,408,818	37,252,533
Other state revenues	20,030,442	79,942,269
Other local revenues	13,463,530	14,706,388
Total Revenues	<u>241,288,117</u>	<u>329,365,498</u>
<u>Expenditures</u>		
Certificated Salaries	97,309,058	103,636,142
Classified Salaries	33,348,877	39,304,068
Employee Benefits	54,031,112	55,890,975
Books and Supplies	16,023,182	17,442,314
Services and Other Operating Expenditures	41,068,581	47,287,931
Capital Outlay	666,511	4,363,323
Other Outgo (excl. transfers of Ind. Costs)	2,301,660	2,301,660
Other Outgo-Transfers of Indirect Costs	(704,228)	(426,868)
Total Expenditures	<u>244,044,753</u>	<u>269,799,545</u>
Excess of Revenues Over/(Under) Expenditures	(2,756,636)	59,565,953
<u>Other Financing Sources (Uses)</u>		
Interfund Transfers In	--	--
Interfund Transfers Out	--	--
Other Sources/Uses	--	--
Total Other Financing Sources (Uses)	<u>--</u>	<u>--</u>
Net Change in Fund Balance	(2,756,636)	59,565,953
Fund Balance, July 1	93,356,621	82,658,777
Fund Balance, June 30*	<u>\$90,599,985</u>	<u>\$142,224,730</u>

(1) Budget documents do not account for reserves held outside of the general fund, which reserves are included in the audited financial statements for the District's general fund summarized in the preceding table.

*Totals may not foot due to rounding.

Source: Oxnard School District.

District Reserves. The District's ending fund balance is the accumulation of surpluses from prior years. This fund balance is used to meet the State's minimum required reserve of 3% of expenditures, plus any other allocation or reserve which might be approved as an expenditure by the District in the future. The District maintains, and expects to continue to maintain, an unrestricted reserve which meets the State's minimum requirements.

Under State law (Education Code Section 42127.01), there are certain restrictions on the amount of reserves that can be maintained by school districts under certain circumstances. This reserve cap requirement does not apply to small school districts (ADA of fewer than 2,501 students) or school districts funded as Basic Aid school districts. When applicable, the reserve cap requires that a school district's adopted or revised budget shall not contain a combined

assigned or unassigned ending general fund balance of more than 10% of those funds. The applicability of the reserve cap is based on the balance in the State’s Public School System Stabilization Account and is triggered in a fiscal year when the balance is equal to or exceeds 3% of the combined total of general fund revenues appropriated for school districts. A county superintendent of schools may grant a school district under its jurisdiction an exemption from the requirements for up to two consecutive fiscal years within a three-year period if the school district provides documentation indicating that extraordinary fiscal circumstances, including, but not limited to, multiyear infrastructure or technology projects, substantiate the need for a combined assigned or unassigned ending general fund balance that is in excess of the reserve cap. The reserve cap has been triggered for fiscal year 2022-23 and as such, for school districts to which it applies, the cap must be taken into account in its budgeting documents or an exemption must be sought. The District has taken into account the reserve cap as part of its budgeting process for fiscal year 2022-23.

Attendance - Revenue Limit and LCFF Funding

Funding Trend per ADA. As previously described, prior to fiscal year 2013-14, school districts in the State derived most State funding based on a formula which considered a revenue limit per unit of ADA. With the implementation of the LCFF, commencing in fiscal year 2013-14, school districts receive base funding based on ADA, and may also be entitled to supplemental funding, concentration grants and funding based on an economic recovery target. The following table sets forth total LCFF funding and ADA for the District for fiscal years 2017-18 through 2022-23 (Projected).

**ADA AND LCFF FUNDING
Fiscal Years 2017-18 through 2022-23 (Projected)
Oxnard School District**

<u>Fiscal Year</u>	<u>ADA</u>	<u>Total LCFF Funding</u>
2017-18	15,984	\$161,984,674
2018-19	15,613	170,082,603
2019-20	15,194	170,919,092
2020-21	15,194	167,476,463
2021-22*	15,185	184,638,135
2022-23*	14,755	197,464,308

*First Interim/Unaudited Actuals.
Source: Oxnard School District.

Unduplicated Pupil Count. The District’s unduplicated pupil percentage (“**UPP**”) for purposes of supplemental and concentration grant funding under LCFF is projected to be 91% in fiscal year 2022-23 (a rolling average). The District qualifies for supplemental and concentration grant funding under LCFF because its UPP is above 55%.

Revenue Sources

The District categorizes its general fund revenues into four sources, being LCFF, Federal Revenues, Other State Revenues and Local Revenues. Each of these revenue sources is described below.

LCFF Sources. District funding is provided by a mix of (1) local property taxes and (2) State apportionments of funding under the LCFF. Generally, the State apportionments will

amount to the difference between the District's LCFF funding entitlement and its local property tax revenues.

Beginning in 1978-79, Proposition 13 and its implementing legislation provided for each county to levy (except for levies to support prior voter-approved indebtedness) and collect all property taxes, and prescribed how levies on county-wide property values are to be shared with local taxing entities within each county.

The principal component of local revenues is the school district's property tax revenues, i.e., the district's share of the local 1% property tax, received pursuant to Sections 75 and following and Sections 95 and following of the California Revenue and Taxation Code. Education Code Section 42238(h) itemizes the local revenues that are counted towards the base revenue limit before calculating how much the State must provide in equalization aid. Historically, the more local property taxes a district received, the less State equalization aid it is entitled to.

Federal Revenues. The federal government provides funding for several District programs, including special education programs, programs under Every Student Succeeds, the Individuals with Disabilities Education Act, and specialized programs such as Drug Free Schools.

Other State Revenues. As discussed above, the District receives State apportionment of basic and equalization aid in an amount equal to the difference between the District's revenue limit and its property tax revenues. In addition to such apportionment revenue, the District receives other State revenues.

The District receives State aid from the California State Lottery (the "**Lottery**"), which was established by a constitutional amendment approved in the November 1984 general election. Lottery revenues must be used for the education of students and cannot be used for non-instructional purposes such as real property acquisition, facility construction, or the financing of research. Moreover, State Proposition 20 approved in March 2000 requires that 50% of the increase in Lottery revenues over 1997-98 levels must be restricted to use on instruction material.

For additional discussion of State aid to school districts, see "STATE FUNDING OF EDUCATION; RECENT STATE BUDGETS."

Other Local Revenues. In addition to local property taxes, the District receives additional local revenues from items such as interest earnings and other local sources such as developer fees.

District Retirement Systems

Qualified employees of the District are covered under multiple-employer defined benefit pension plans maintained by agencies of the State. Certificated employees are members of the State Teachers' Retirement System ("**STRS**") and classified employees are members of the Public Employees' Retirement System ("**PERS**"). Both STRS and PERS are operated on a Statewide basis. *The information set forth below regarding the STRS and PERS programs, other than the information provided by the District regarding its annual contributions thereto, has been obtained from publicly available sources which are believed to be reliable but are not guaranteed as to accuracy or completeness, and should not to be construed as a representation by either the District or the Underwriter.*

STRS. All full-time certificated employees participate in STRS, a cost-sharing, multiple-employer contributory public employee retirement system. The plan provides retirement and disability benefits and survivor benefits to beneficiaries. The plan is funded through a combination of investment earnings and statutorily set contributions from three sources: employees, employers, and the State. The benefit provisions and contribution amounts are established by State laws, as amended from time to time.

Prior to fiscal year 2014-15, contribution rates were constant and not subject to annual variations. K-14 school districts were required by statute to contribute 8.25% of eligible salary expenditures, and participants contributed 8% of their respective salaries. In September 2013, however, STRS projected that the plan would be depleted in 31 years if existing contribution rates continued and other actuarial assumptions were realized, largely due to significant investment losses.

Assembly Bill 1469 was adopted as part of the State’s fiscal year 2014-15 budget (“**AB 1469**”), aimed at fully funding the unfunded actuarial obligation of STRS with respect to service credited to member of STRS prior to July 1, 2014 (the “**2014 Liability**”), within 32 years, by increasing contribution rates of members, K-14 school district employers, and the State. Under AB 1469, employer contributions were steadily increased over seven years. However, several modifications to the schedule were undertaken in connection with State budgets. Contribution rates for the past several years are summarized pursuant to the following schedule:

STRS EMPLOYER CONTRIBUTION RATES
Effective Dates of July 1, 2014 through July 1, 2022

Effective Date	Employer Contribution Rate
July 1, 2014	8.88%
July 1, 2015	10.73
July 1, 2016	12.58
July 1, 2017	14.45
July 1, 2018	16.28
July 1, 2019	17.10*
July 1, 2020*	16.15*
July 1, 2021	16.92*
July 1, 2022	19.10

*The contribution rates identified in AB 1469 were subsequently reduced by the State legislature in certain years. Noted rates represent the reduced contribution rate.
Source: AB 1469.

The State also continues to contribute to STRS, and its contribution rate in fiscal year 2022-23 is 8.338%.

The District’s recent contributions to STRS including the current budgeted fiscal year are set forth in the following table. These contributions represent 100% of the required contribution for each year.

STRS CONTRIBUTIONS
Oxnard School District
Fiscal Years 2017-18 through 2022-23 (Projected)

Fiscal Year	Amount
2017-18	\$12,043,228
2018-19	13,722,835
2019-20	14,025,190
2020-21	13,164,174
2021-22 ⁽¹⁾	24,228,991
2022-23 ⁽¹⁾	18,489,752

(1) First Interim/Unaudited Actuals. Budgeting documents include State on-behalf contributions. Prior years audited figures are net of State contributions.
Source: Oxnard School District.

The STRS defined benefit program continues to have an unfunded actuarial liability estimated at approximately \$89.7 billion as of June 30, 2021, which is the date of the last actuarial valuation.

PERS. All full-time and some part-time classified employees participate in PERS, an agent multiple-employer contributory public employee retirement system that acts as a common investment and administrative agent for participating public entities within the State. PERS provides retirement, disability, and death benefits to plan members and beneficiaries. The District is part of a cost-sharing pool within PERS known as the “Schools Pool.” Benefit provisions are established by State statutes, as legislatively amended. Contributions to PERS are made by employers and employees. Each fiscal year, employers are required to contribute an amount based on an actuarially determined employer rate, and employees make contributions which vary based on their date of hire.

Like the STRS program, the PERS program has experienced an unfunded liability in recent years. To address this issue, the PERS board has taken a number of actions, including changes to the PERS amortization and smoothing policy intended to reduce volatility in employer contribution rates and adopting changes in actuarial assumptions. In November 2015, PERS adopted a funding risk mitigation policy incrementally lowering its discount rate (its assumed rate of investment return) in years of good investment returns, to help pay down the pension fund's unfunded liability, and provide greater predictability and less volatility in contribution rates for employers. SB 90, and Assembly Bill 84/Senate Bill 111 (“**AB 84**”) of June 2020, directed contributions of \$430 million and \$330 million in satisfaction of portions of employer contribution rates in fiscal years 2020-21 and 2021-22, respectively. Recent employer contribution rates are set forth in the following table.

**EMPLOYER CONTRIBUTION RATES (PERS)
Fiscal Years 2019-20 through 2022-23⁽¹⁾**

Fiscal Year	Employer Contribution Rate⁽¹⁾
2019-20	19.721%
2020-21	20.700
2021-22	22.910
2022-23	25.370

(1) Expressed as a percentage of covered payroll.
Source: PERS

The District's employer contributions to PERS for recent fiscal years are set forth in the following table.

**PERS CONTRIBUTIONS
Oxnard School District
Fiscal Years 2017-18 through 2022-23 (Projected)**

Fiscal Year	Amount
2017-18	\$5,263,110
2018-19	6,600,413
2019-20	7,205,929
2020-21	7,279,964
2021-22 ⁽¹⁾	7,300,315
2022-23 ⁽¹⁾	10,475,147

(1) First Interim/Unaudited Actuals.
Source: Oxnard School District.

PERS continues to have an unfunded liability which, on a market value of assets basis, was approximately \$24.0 billion as of June 30, 2021, which is the date of the last actuarial valuation.

California Public Employees' Pension Reform Act of 2013. On September 12, 2012, the Governor signed into law the California Public Employees' Pension Reform Act of 2013 ("PEPRA"), which impacted various aspects of public retirement systems in the State, including the STRS and PERS programs. In general, PEPRA (i) increased the retirement age for public employees depending on job function, (ii) capped the annual pension benefit payouts for public employees hired after January 1, 2013, (iii) required public employees hired after January 1, 2013 to pay at least 50% of the costs of their pension benefits (as described in more detail below), (iv) required final compensation for public employees hired after January 1, 2013 to be determined based on the highest average annual pensionable compensation earned over a period of at least 36 consecutive months, and (v) attempted to address other perceived abuses in the public retirement systems in the State. PEPRA applies to all public employee retirement systems in the State, *except* the retirement systems of the University of California, and charter cities and charter counties whose pension plans are not governed by State law. PEPRA's provisions went into effect on January 1, 2013 with respect to new State, school, and city and local agency employees hired on or after that date; existing employees who are members of employee associations, including employee associations of the District, have a five-year window to negotiate compliance with PEPRA through collective bargaining.

PERS has predicted that the impact of PEPRA on employees and employers, including the District and other employers in the PERS system, will vary, based on each employer's current level of benefits. As a result of the implementation of PEPRA, new members must pay at least 50% of the normal costs of the plan, which can fluctuate from year to year. To the extent that the new formulas lower retirement benefits, employer contribution rates could decrease over time as current employees retire and employees subject to the new formulas make up a larger percentage of the workforce. This change would, in some circumstances, result in a lower retirement benefit for employees than they currently earn.

With respect to the STRS pension program, employees hired after January 1, 2013 will pay the greater of either (1) fifty percent of the normal cost of their retirement plan, rounded to the nearest one-quarter percent, or (2) the contribution rate paid by then-current members (i.e., employees in the STRS plan as of January 1, 2013). The member contribution rate could be increased from this level through collective bargaining or may be adjusted based on other factors. Employers will pay at least the normal cost rate, after subtracting the member's contribution.

The District is unable to predict the amount of future contributions it will have to make to PERS and STRS as a result of the implementation of PEPRA, and as a result of negotiations with its employee associations, or, notwithstanding the adoption of PEPRA, resulting from any legislative changes regarding the PERS and STRS employer contributions that may be adopted in the future.

Additional Information - STRS and PERS. Additional information regarding the District's retirement programs is available in Note 11 to the District's audited financial statements attached hereto as APPENDIX B. In addition, both STRS and PERS issue separate comprehensive financial reports that include financial statements and required supplemental information. Copies of such reports may be obtained from STRS and PERS, respectively, as follows: (i) STRS, P.O. Box 15275, Sacramento, California 95851-0275; and (ii) PERS, 400 Q Street, Sacramento, California 95811.

More information regarding STRS and PERS can also be obtained at their websites, www.calstrs.com and www.calpers.ca.gov, respectively. *The references to these Internet websites are shown for reference and convenience only and the information contained on such websites is not incorporated by reference into this Official Statement. The information contained on these websites may not be current and has not been reviewed by the District or the Underwriters for accuracy or completeness.*

Other Post-Employment Benefit Obligation

[this section be updated with 2021-22 Audit when available]

The Plan Generally. The Oxnard School District Employee Health and Welfare Benefits Trust (the "**Trust**") administers the Oxnard School District Retiree Benefits Plan (the "**Plan**"), a single-employer defined benefit plan that is used to provide postemployment benefits other than pensions ("**OPEB**") for all permanent full-time certificated and classified employees of the District. The operation and administration of the Trust is the joint responsibility of a Board of three (3) Trustees appointed by the District and designated in writing. The Trustees consist of: (1) the District's Assistant Superintendent of Business and Fiscal Services, (2) one member of the District's governing board, and (3) one retiree, appointed by the District's Board of Trustees. Membership of the Plan as of the 2018-19 fiscal year consisted of 243 retirees and beneficiaries receiving benefits and 683 active plan members. Those hired on or after January 1, 2012 are not qualified to receive retiree health benefits.

Benefits Provided. The Plan provides medical, dental, and vision benefits for retirees. Benefits are provided through a third-party insurer, and the full cost of benefits is covered by the plan. Article 4 of the Trust By-Laws grants the authority to establish and amend the benefit terms to the Trust Board.

Contributions. Article 4 of the Trust By-Laws grants the authority to establish and amend the contribution requirements of the District and plan members to the Trust Board. The Trust Board establishes rates based on an actuarially determined rate. For the fiscal year ended June 30, 2018, the District's average contribution rate was 4.0% of covered-employee payroll. Plan members are not required to contribute to the plan.

Actuarial Assumptions and Other Inputs. The District's total OPEB liability of \$89,501,987 was measured as of June 30, 2018 and was determined by an actuarial valuation as of June 30, 2017 using the following actuarial assumptions, applied to all periods included in the measurement, unless otherwise specified: inflation 2.75% per year, salary increases 2.75% per year, investment rate of return 3.8% per year net of expenses, and healthcare cost trend rates 4.00% per year. The discount rate used to measure the total OPEB liability was 3.8 percent. The projection of cash flows used to determine the discount rate assumed that District contributions will be made at rates equal to the actuarially determined contribution rates. Based on those assumptions, the OPEB plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability. The discount rate in the prior valuation dated November 20, 2017 was 3.5 percent.

Changes in OPEB Liability of the District. The changes in OPEB liability of the District as of June 30, 2019, as summarized in the District's audited financial statement for fiscal year 2018-19, is shown in the following table:

**CHANGES IN TOTAL OPEB LIABILITY
Oxnard School District**

	Total OPEB Liability	Net OPEB Liability*
Balance at July 1, 2018	\$89,501,987	\$80,090,570
Service Cost	\$4,987,643	\$4,987,643
Interest	3,428,314	3,428,314
Expected Income	--	364,036
Difference: Expected/Actual benefit payments	(14,858,061)	(14,858,061)
Contributions - Employer	--	(4,265,388)
Investments gains/losses	--	209,205
Benefit Payments	(3,928,421)	--
Changes in assumptions	1,654,667	1,654,667
Other changes	374,367	374,367
Net changes in Total OPEB Liability	(8,341,491)	(8,833,289)
Balance at June 30, 2019	\$81,160,496	\$71,257,281

*Net of Trust assets.
Source: Oxnard School District.

OPEB Expense. For the year ended June 30, 2019, the District recognized an OPEB expense of \$6,387,843.

For more information regarding the District's OPEB, see Note 7 Section E of Appendix A to the Official Statement.

Existing Debt Obligations

The District has never defaulted on the payment of principal or interest on any of its indebtedness.

General Obligation Bonds. The District has received voter authorizations to issue general obligation bonds pursuant to the procedures available under California law and election held in the District. Currently, the District has general obligation bond indebtedness outstanding pursuant to its November 7, 2006 bond election, which authorized up to \$64 million in general obligation bonds; its November 8, 2012 bond election, which authorized up to \$90 million in general obligation bonds; and its November 8, 2016 bond election, which authorized up to \$142.5 million in general obligation bonds. In addition, the District has multiple issues of refunding general obligation bonds outstanding. The following table summarizes the District's outstanding general obligation bonds.

SUMMARY OF OUTSTANDING BONDED DEBT Oxnard School District

Issue Date	Name of General Obligation Bond Issue	Original Principal Amount	Outstanding January 1, 2023
<u>2006 Authorization- \$64 million</u>			
07/11/2008	2006 Election, Series B	\$31,997,467.00	\$7,077,467.10
<u>2012 Authorization- \$90 million</u>			
12/27/2012	2012 Election, Series A	\$18,390,000.00	\$455,000.00
05/30/2013	2012 Election, Series B	25,500,000.00	1,030,000.00
11/05/2014	2012 Election, Series C	15,750,000.00	2,025,000.00
08/04/2015	2012 Election, Series D	30,360,000.00	3,790,000.00
<u>2016 Authorization- \$142.5 million</u>			
03/30/2017	2016 Election, Series A	\$81,000,000.00	\$81,000,000.00
03/29/2018	2016 Election, Series B	13,996,625.90	12,782,213.45
12/15/2020	2016 Election, Series C	10,995,134.50	10,995,134.50
<u>Refunding Bonds</u>			
07/02/2012	2012 Refunding Bonds	\$12,240,000.00	\$375,000.00
06/19/2014	2014 Refunding Bonds	11,835,000.00	4,435,000.00
05/06/2016	2015 Refunding Bonds	14,305,000.00	8,025,000.00
09/27/2016	2016 Refunding Bonds	16,360,000.00	9,235,000.00
12/05/2019	2019 Refunding Bonds	27,215,000.00	25,770,000.00
09/03/2020	2020 Refunding Bonds	90,775,000.00	86,450,000.00
06/22/2022	2022 Refunding General Obligation Bonds (Cinderella)*	10,618,000.00	10,470,000.00

*Private Placement.

Energy Retrofit Agreement. On July 17, 2012, the District entered into an equipment lease/purchase agreement (the "**Equipment Lease/Purchase Agreement**") with Banc of America Public Capital Corp. for the acquisition of an energy efficiency program and corresponding equipment. The financing was in a principal amount of \$4,797,640 with an annual interest rate of 2.98%, with the final payment due in fiscal year 2027-28. The District's obligation under the Equipment Lease/Purchase Agreement is payable from the District's General Fund.

2017 Certificates of Participation. On April 4, 2017, the District caused the delivery of

2017 Certificates of Participation (Property Acquisition and Improvement Project) (the “**2017 Certificates**”) for the purpose of financing the acquisition of land for future school construction projects. The 2017 Certificates were executed in the original principal amount of \$8,000,000 and mature on August 1, 2045. The 2017 Certificates initially had a coupon of 2.00% which stepped up to 5.00% on August 1, 2021. Outstanding principal is currently \$7,820,000. Semi-annual lease payments are due and payable by the District with respect to the 2017n Certificates from any lawfully available source of funds, including the general fund.

Investment of District Funds

In accordance with Government Code Section 53600 *et seq.*, the Santa Clara County Treasurer manages funds deposited with it by the District. The County is required to invest such funds in accordance with California Government Code Sections 53601 *et seq.* In addition, counties are required to establish their own investment policies, which may impose limitations beyond those required by the Government Code. See APPENDIX G hereto for a copy of the County’s investment policy and recent investment report.

Effect of State Budget on Revenues

Public school districts in California are dependent on revenues from the State for a large portion of their operating budgets. California school districts generally receive the majority of their operating revenues from various State sources. The primary source of funding for school districts is LCFF funding, which is derived from a combination of State funds and local property taxes (see “– Education Funding Generally” above). State funds typically make up the majority of a district’s LCFF funding. School districts also receive funding from the State for some specialized programs such as special education.

The availability of State funds for public education is a function of constitutional provisions affecting school district revenues and expenditures (see “CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS” below), the condition of the State economy (which affects total revenue available to the State general fund), and the annual State budget process. The District cannot predict how education funding may further be changed in the future, or the state of the economy which in turn can impact the amounts of funds available from the State for education funding.

STATE FUNDING OF EDUCATION; RECENT STATE BUDGETS

The information in this section concerning the State's budget or budgets has been compiled from publicly-available information provided by the State or the Legislative Analyst's Office (the "LAO"). Neither the District, the Underwriter nor the County is responsible for the information provided in this section.

State Budgeting for Education Generally

The State requires that from all State revenues there first shall be set apart the moneys to be applied for support of the public school system and public institutions of higher education. Public school districts in California are dependent on revenues from the State for a large portion of their operating budgets. The primary source of funding for school districts are revenues under the LCFF, which are a combination of State funds and local property taxes (see "DISTRICT FINANCIAL INFORMATION - Education Funding Generally" above). State funds typically make up the majority of a district's LCFF allocation, although Basic Aid school districts derive most of their revenues from local property taxes. School districts also receive substantial funding from the State for various categorical programs.

The availability of State funds for public education is a function of constitutional provisions affecting school district revenues and expenditures (see "CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS" below), the condition of the State economy (which affects total revenue available to the State's general fund), and the annual State budget process. Decreases in State revenues may significantly affect appropriations made by the legislature to school districts.

The Budget Process

The State's fiscal year begins on July 1 and ends on June 30. The annual budget is proposed by the Governor by January 10 of each year for the next fiscal year (the "**Governor's Budget**"). Under State law, the annual proposed Governor's Budget cannot provide for projected expenditures in excess of projected revenues and balances available from prior fiscal years. Following the submission of the Governor's Budget, the Legislature takes up the proposal.

Under the State Constitution, money may be drawn from the State Treasury only through an appropriation made by law. The primary source of the annual expenditure authorizations is the Budget Act as approved by the Legislature and signed by the Governor. The Budget Act must be approved by a majority vote of each house of the Legislature. The Governor may reduce or eliminate specific line items in the Budget Act or any other appropriations bill without vetoing the entire bill. Such individual line-item vetoes are subject to override by a two-thirds majority vote of each house of the Legislature.

Appropriations also may be included in legislation other than the Budget Act. Bills containing appropriations (including for K-14 education) must be approved by a majority vote in each house of the Legislature, unless such appropriations require tax increases, in which case they must be approved by a two-thirds vote of each house of the Legislature and be signed by the Governor. Continuing appropriations, available without regard to fiscal year, may also be provided by statute or the State Constitution.

Funds necessary to meet an appropriation need not be in the State Treasury at the time such appropriation is enacted; revenues may be appropriated in anticipation of their receipt.

Available Public Resources

Certain information about the State budgeting process and the State budget is available through several State sources. Convenient sources of information include:

- www.treasurer.ca.gov: The California State Treasurer internet home page, under the link to “Bond Finance” and sub-heading “-Public Finance Division”, includes links to recent State official statements and various State financial documents which includes information regarding State budgets and finances.
- www.dof.ca.gov: The California Department of Finance’s (the “**DOF**”) internet home page, under the link to “California Budget”, includes the text of proposed and adopted State Budgets.
- www.lao.ca.gov: The LAO’s internet home page includes a link to “-The Budget” which includes analyses and commentary on fiscal outlooks.

The above references to internet websites shown are shown for reference and convenience only. The information contained within the websites may include outdated information and has not been reviewed for accuracy by the District or the Underwriter. Such information is not incorporated herein by reference.

The 2022-23 State Budget

On June 30, 2022, the Governor signed the fiscal year 2022-23 State Budget (the “**2022-23 State Budget**”), a \$308 billion spending plan, including \$234.4 billion in general fund spending, and a historic \$100 billion budget surplus. The 2022-23 State Budget includes significant general fund investments, provides for tax rebates to millions of taxpayers, and provides for a \$37.2 billion reserve.

A central component of the 2022-23 State Budget is an over \$17 billion broad-based inflation relief package, which includes tax rebates of up to \$1,050 based on income level and the size of household. The relief package also includes increased grants for the State’s lowest income families and individuals, and additional funding for food banks.

Other highlights of the 2022-23 State Budget include funding to address impacts of climate change and drought, provide for wildfire support, and address electricity rates and accelerate clean energy projects. Total funding of \$128.6 billion is provided for K-12 education, reflecting \$22,893 per pupil (\$16,993 K-12 Proposition 98 guarantee), further details of which are set forth below. The 2022-23 State Budget includes funding aimed at addressing higher education needs, health care including universal access, funding for infrastructure including for transportation, energy innovation and reliability, housing for homeless individuals, and increasing broadband connectivity. Funding in the amount of \$14.8 billion is provided for regional transit and rail projects, the continued development of a first-in-the-nation, electrified high-speed rail system in the State and other climate adaptation projects. The 2022-23 State Budget includes an additional \$2 billion over two years to accelerate the development of affordable housing, and \$3.4 billion over three years to continue the State’s efforts to address homelessness by investing in immediate behavioral health housing and treatment, as well as encampment cleanup grants. Funding is provided to address COVID-19 health issues including testing and vaccinations, and funding for

local law enforcement and highway patrols aimed at increasing public safety. The 2022-23 State Budget is projected to be balanced in fiscal year 2025-26, the last year in the multi-year forecast.

With respect to K-12 education, the 2022-23 State Budget provides total funding of \$128.6 billion (\$78.6 billion general fund and \$50 billion other funds) for all K-12 education programs. The 2022-23 State Budget reflects a Proposition 98 funding level of \$110.4 billion in 2022-23, representing a three-year increase in the minimum Proposition 98 guarantee of \$35.8 billion over the level funded in the fiscal year 2020-21 State budget. A payment of approximately \$2.2 billion is provided for the Public School System Stabilization Account, for a balance of more than \$9.5 billion at the end of fiscal year 2022-23.

Under State law, there is a cap of 10 percent on school district reserves in fiscal years immediately succeeding those in which the balance in the Stabilization Account is equal to or greater than 3 percent of the total K-12 share of the Proposition 98 guaranteed funding. The balance of \$7.1 billion in fiscal year 2021-22 has triggered the school district reserve cap beginning in fiscal year 2022-23.

The 2022-23 State Budget includes an LCFF cost-of-living adjustment of 6.56 percent, the largest in the history of LCFF. Additionally, to help school districts and charter schools address ongoing fiscal pressures, staffing shortages, and other operational needs, the 2022-23 State Budget includes \$4.32 billion ongoing Proposition 98 general fund to increase LCFF base funding by an additional 6.28 percent.

To support fiscal stability and to address declining enrollment, the 2022-23 State Budget allows school districts to use the greater of the current year or prior year average daily attendance or an average of the three prior years' average daily attendance to calculate LCFF funding. Further, to minimize reductions in LCFF funding that would otherwise occur due to increased absences in fiscal year 2021-22, the 2022-23 State Budget enables all classroom-based local educational agencies that can demonstrate they provided independent study offerings to students in fiscal year 2021-22 to be funded at the greater of their current year average daily attendance or their current year enrollment adjusted for pre-COVID-19 absence rates in fiscal year 2021-22.

Other highlights of the 2022-23 State Budget relating to K-12 education include:

Establishes the Learning Recovery Emergency Fund: \$7.9 billion one-time Proposition 98 general fund to support the Learning Recovery Emergency Block Grant which will support local educational agencies in establishing learning recovery initiatives through the fiscal year 2027–28 school year. Funds can be used to increase instructional time, close learning gaps such as tutoring or small group learning, support students with health, counseling or mental health services, create additional access to instructions to support graduations and increase college eligibility, and provide additional academic services to students.

Block Grant for Arts, Music and Other Programs: Establishes the Arts, Music and Instructional Materials Block Grant, funded at \$3.6 billion for a variety of purposes.

Supporting Community Schools: \$1.1 billion in one-time Proposition 98 funding supporting access to the community schools grant.

Support for Educator Workforce: \$48.1 million general fund for educator workforce purposes.

Funding for Residency Programs: \$250 million one-time Proposition 98 general fund to expand residency slots for teachers and school counselors.

Funding for STEM Purposes: \$85 million one-time Proposition 98 general fund to create Pre-K through 12 grade educator resources and professional learning to implement the Next Generation Science Standards, the California Math Framework, the California Computer Science Standards, and the math and science domains of the California Preschool Learning Foundations.

Support for State Preschools: \$312.7 million Proposition 98 general fund and \$172.3 million general fund to increase State Preschool Program adjustment factors for students with disabilities, dual language learners, and childhood mental health and adds an adjustment factor for three-year-olds. Funding is also provided for inclusive early education, waiver of certain costs for children in the State Preschool Program, and in fiscal year 2022-23 reimbursing preschool providers for certain hours of authorized care.

Support for Transitional Kindergarten: \$614 million ongoing Proposition 98 general fund to, beginning in the 2022-23 school year, to support the first year of expanded eligibility for transitional kindergarten. Additionally, the 2022-23 State Budget provides \$383 million Proposition 98 general fund to add one additional certificated or classified staff person to every transitional kindergarten class, reducing student-to-adult ratios to more closely align with the State Preschool Program.

Expanded Learning Opportunities Program: \$1 billion ongoing and \$753 million one-time Proposition 98 general fund in the first year of a multi-year investment plan to implement expanded-day, full-year instruction and enrichment for all elementary school students, with a focus on local educational agencies with the highest concentrations of low-income students, English language learners, and youth in foster care. Local educational agencies with the highest concentrations of these students will be required to offer expanded learning opportunities to all elementary students. The 2022-23 State Budget continues to assume that full fiscal implementation of the program will take place by 2025-26.

Early Literacy: Includes \$250 million one-time Proposition 98 general fund, available over five years, for grants to high-needs schools to train and hire literacy coaches and reading specialists to guide productive classroom instruction and to offer one-on-one and small group intervention for struggling readers.

Community Engagement Initiative: First funded in 2018, an additional \$100 million one-time Proposition 98 general fund to expand the reach of the program to hundreds of additional local educational agencies.

Special Education: \$500 million ongoing Proposition 98 general fund for the special education funding formula, paired with several policy changes to further the State's commitment to improving special education instruction and services.

College and Career Pathways: Includes \$500 million one-time Proposition 98 general fund over seven years to support the development of pathway programs focused on technology, health care, education, and climate-related fields, and

\$200 million one-time Proposition 98 general fund, available over five years, to strengthen and expand student access and participation in dual enrollment opportunities.

Home-To-School Transportation: \$637 million ongoing Proposition 98 general fund to reimburse local educational agencies for up to 60 percent of their transportation costs in the prior year. Additionally, commencing in 2023-24, the 2022-23 State Budget reflects the application of an ongoing cost-of-living adjustment to the current LCFF Home-to-School transportation add-on. In addition, \$1.5 billion one-time Proposition 98 general fund, available over five years, to support greening school bus fleets through programs that will be operated by the California Air Resources Board and the California Energy Commission.

Nutrition: \$596 million Proposition 98 general fund to fund universal access to subsidized school meals, an additional \$611.8 million to augment the state meal reimbursement rate sufficient to maintain meal reimbursement rates beginning in 2022-23, and \$600 million one-time, available over three years, for school kitchen infrastructure upgrades and equipment, food service employee training, and compensation for work related to serving universal meals using more fresh, minimally processed foods.

Farm to School Program: \$30 million one-time general fund to establish additional farm to school demonstration projects with priority towards high-need schools, and \$3 million ongoing general fund to expand the regional California Farm to School Network.

K-12 Facilities: The 2022-23 State Budget allocates the remaining Proposition 51 bond funds to support school construction projects, and provides \$100 million one-time general fund with fiscal year 2021-22 funds and \$550 million in fiscal year 2023-24 to support the California Preschool, Transitional Kindergarten and Full-Day Kindergarten Facilities Grant Program. This program's grant funds may be used to construct new school facilities or retrofit existing school facilities for the purpose of providing transitional kindergarten, full-day kindergarten, or preschool classrooms.

For the full text of the 2022-23 State Budget, see the DOF website at www.dof.ca.gov. However, the information included in such website is not incorporated herein by reference.

The 2023-24 State Budget: LAO Fiscal Outlook Report and 2023-24 Proposed Budget

LAO Fiscal Outlook Report as of November 2022 for Fiscal Year 2023-24 Budget. The LAO released a report on the State's fiscal outlook dated November 2022 to provide guidance to the State legislature in the crafting of the fiscal year 2023-24 budget. The LAO outlook identifies a budget deficit of \$25 billion in fiscal year 2023-24. This deficit is largely attributed to lower revenue estimates, which it notes are lower than projections across fiscal years 2021-22 through 2023-24 by \$41 billion. Over the subsequent years of the LAO's forecast, annual revenue deficits decline from \$17 billion to \$8 billion over the multi-year period by fiscal year 2026-27. The LAO notes that under its estimates, the State can afford to maintain its existing school and community college programs, and provide a cost-of-living adjustment of up to 8.38 percent in fiscal year 2023-24. The extent to which programs across the remainder of the budget are adjusted for inflation varies considerably. The LAO notes that its outlook reflects the current law and policy of the State

legislature and as such only incorporates the effects of inflation on budgetary spending when there are existing policy mechanisms for doing so. The \$25 billion budget deficit could be understated in inflation-adjusted terms. The LAO's lower revenue estimate incorporates the risk of a recession but do not reflect a recession scenario. A recession which occurs soon could result in revenues \$30 to \$50 billion below the LAO's revenue outlook that was in the budget window. The LAO notes that recent and sizeable ongoing augmentations to certain programs in light of inflation and flat revenue growth place pressure on the out-year condition of the budget. The LAO recommends that the State legislature begin planning the fiscal year 2023-24 budget without using general purpose reserves, reserving such funds for a recession. For the full report, see: www.lao.ca.gov, under the link to "Publications." The information on such web site is not incorporated herein by reference.

The 2023-24 Proposed State Budget. On January 10, 2023, the Governor presented a proposed budget for fiscal year 2023-24 to the State legislature (the "**2023-24 Proposed State Budget**"). The State is facing an estimated budget gap of \$22.5 billion, forecasting general fund revenues at \$22.5 billion below the 2022-23 budget act projections. The \$297 billion budget proposes a variety of methods, including \$7.4 billion in funding delays, \$5.7 billion in reductions and pullbacks, \$4.3 billion in fund shifts, \$3.9 billion in trigger reductions and \$1.2 billion in limited revenue generation and borrowing, to address the projected shortfall. The 2023-24 Proposed State Budget includes \$108.8 billion for Proposition 98 funding for K-12, reflecting a Proposition 98 general fund decrease \$153 million in 2022-23 and \$1.3 billion in 2023-24 for school district and county offices of education as a result of increased offsetting property taxes.

Funding for the LCFF is projected at \$80.1 billion in 2023-24, reflecting a 2.2% decline in ADA. The 2023-24 Proposed State Budget proposes an LCFF cost of living adjustment of 8,13%, the highest adjustment in recent memory, resulting in an increase of \$4.2 billion in discretionary funds for local educational agencies. In order to fund this adjustment, the 2023-24 Proposed State Budget provides for approximately \$613 million in one-time funding for 2022-23 and approximately \$1.4 billion in one-time funding for 2023-24.

The 2023-24 Proposed State Budget allocates \$35.6 billion in total reserves, including \$22.4 billion in the State's Budget Stabilization Account, fulfilling the constitutional minimum mandatory deposit and requiring \$951 million to be dedicated to infrastructure investments in 2023-24. Other proposed reserves include \$8.5 billion in the Public Schools System Stabilization Account, which is a decrease from the \$9.5 billion previously projected, which continues to trigger school district reserve caps in 2023-24, \$900 million in the Safety Net Reserve, and \$3.8 billion in the State's operating reserve. The 2023-24 Proposed State Budget accelerates paydown of State retirement liabilities, with \$1.9 billion in additional payments in 2023-24 and approximately \$5.3 billion projected to be paid over the next three years. In addition to addressing the \$22.5 billion budget shortfall, the 2023-24 Proposed State Budget utilizes a number of resiliency measures to close shortfalls projected in the coming years.

Other highlights of the 2023-24 Proposed State Budget include:

- to implement the second year of the expansion of transitional kindergarten, \$690 billion, allowing approximately 46,000 children access to the program, and \$165 million to support the addition of staff to support those additional students, with full implementation of universal transitional kindergarten expected in 2025-26;
- over \$2 billion, annualized, to expand subsidized childcare;

- funding for universal access to subsidized school meals and the additional enhanced meal rate by allocating over \$1.4 billion to reimburse school meals and ensure students who want a meal will have access to two free meals each day;
- approximately \$48 billion to advance the State’s climate agenda, but given the projected declines in general fund revenues, there are reductions across several climate programs, which are partially offset with shifts to other funds;
- over \$1 billion annually to provide increased cash assistance to individuals with disabilities, older adults in the SSi/SSP programs, and low-income children and families in the CalWORK’s program;
- more than \$8 billion across various departments to expand the continuum of behavioral health treatment and infrastructure capacity;
- invests over \$200 million to provide reproductive health services, including grants to health care providers to offset the cost of care to uninsured or underinsured individuals, for clinical infrastructure and to provide scholarships and loan repayments to providers that commit to providing reproductive health care services;
- a multi-year commitment of \$44 billion for various statewide infrastructure investment, including modernizing the State’s transportation system, providing greater access to broadband connectivity, reducing wildfire risk to communities, and supporting drought and resiliency;
- reductions related to housing production incentive programs that were included as part of the 2022-23 State Budget of \$350 billion;
- approximately \$2.2 billion to create additional apprentices, provide training to mitigate the effects of climate change, provide job training and other assistance to the justice-involved population; and
- \$564.4 million over three years to bolster local law enforcement efforts to reduce retail theft and other crimes.

Disclaimer Regarding State Budgets

The execution of State budgets may be affected by numerous factors, including but not limited to: (i) shifts in costs from the federal government to the State, (ii) national, State and international economic conditions, (iii) litigation risks, (iv) rising health care costs and/or other unfunded liabilities, such as pension or OPEB, and (v) numerous other factors, all or any of which could cause the revenue and spending projections included in such budgets to be unattainable. The District cannot predict the impact that the 2022-23 State Budget or subsequent State budgets, or future changes (if any) in the budget due to shifts in the economy or other factors, will have on its own finances and operations. However, the Bonds described herein are secured by *ad valorem* property taxes levied and collected on taxable property in the District, without limit as to rate or amount, and are not secured by a pledge of revenues of the District or its general fund.

The State has not entered into any contractual commitments with the District, the County, the Underwriter or the Owners of the Bonds to provide State Budget information to the District or the owners of the Bonds. Although the sources of information provided herein are known to be reliable, neither the District nor the Underwriter assume any responsibility for the accuracy of the budget information set forth or referred to in this Official Statement or incorporated herein.

Legal Challenges to State Funding of Education

The application of Proposition 98 and other statutory provisions relating to education funding in the State has been the subject of various legal challenges in the past. The District cannot predict if or when there will be changes to education funding or legal challenges which may arise relating thereto, and how such events could impact the District and its finances.

CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS

Principal of and interest on the Bonds are payable from the proceeds of an *ad valorem* property tax levied by the County for the payment thereof. Articles XIII A, XIII B, XIII C, and XIII D of the State Constitution, Propositions 62, 98, 111 and 218, and certain other provisions of law discussed below, are included in this section to describe the potential effect of these Constitutional and statutory measures on the ability of the District to levy taxes and spend tax proceeds for operating and other purposes, and it should not be inferred from the inclusion of such materials that these laws impose any limitation on the ability of the District to levy taxes for payment of the Bonds. The tax levied by the County for payment of the Bonds was approved by the District's voters in compliance with Article XIII A and all applicable laws.

Constitutionally Required Funding of Education

The State Constitution requires that from all State revenues, there shall be first set apart the moneys to be applied by the State for the support of the public school system and public institutions of higher education. School districts receive a significant portion of their funding from State appropriations. As a result, decreases and increases in State revenues can significantly affect appropriations made by the State Legislature to school districts.

Article XIII A of the California Constitution

Basic Property Tax Levy. On June 6, 1978, California voters approved Proposition 13 ("**Proposition 13**"), which added Article XIII A to the State Constitution ("**Article XIII A**"). Article XIII A limits the amount of any *ad valorem* property tax on real property to 1% of the full cash value thereof, except that additional *ad valorem* property taxes may be levied to pay debt service on (a) indebtedness approved by the voters prior to July 1, 1978, (b) (as a result of an amendment to Article XIII A approved by State voters on June 3, 1986) bonded indebtedness for the acquisition or improvement of real property which has been approved on or after July 1, 1978 by two-thirds of the voters on such indebtedness, and (c) (as a result of an amendment to Article XIII A approved by State voters on November 7, 2000) bonded indebtedness incurred by a school district or community college district for the construction, reconstruction, rehabilitation or replacement of school facilities or the acquisition or lease of real property for school facilities, approved by 55% of the voters of the District, but only if certain accountability measures are included in the proposition. Article XIII A defines full cash value to mean "the county assessor's valuation of real property as shown on the 1975-76 tax bill under full cash value, or thereafter, the appraised value of real property when purchased, newly constructed, or a change in ownership have occurred after the 1975 assessment". This full cash value may be increased at a rate not to exceed 2% per year to account for inflation.

Article XIII A has subsequently been amended to permit reduction of the "full cash value" base in the event of declining property values caused by damage, destruction or other factors, to provide that there would be no increase in the "full cash value" base in the event of reconstruction of property damaged or destroyed in a disaster and in other minor or technical ways.

Legislation Implementing Article XIII A. Legislation has been enacted and amended a number of times since 1978 to implement Article XIII A. Under current law, local agencies are no longer permitted to levy directly any property tax (except to pay voter-approved indebtedness). The 1% property tax is automatically levied by the county and distributed according to a formula

among taxing agencies. The formula apportions the tax roughly in proportion to the relative shares of taxes levied prior to 1979.

Increases of assessed valuation resulting from reappraisals of property due to new construction, change in ownership or from the annual adjustment not to exceed 2% are allocated among the various jurisdictions in the "taxing area" based upon their respective "situs." Any such allocation made to a local agency continues as part of its allocation in future years.

Inflationary Adjustment of Assessed Valuation. As described above, the assessed value of a property may be increased at a rate not to exceed 2% per year to account for inflation. On December 27, 2001, the Orange County Superior Court, in *County of Orange v. Orange County Assessment Appeals Board No. 3*, held that where a home's taxable value did not increase for two years, due to a flat real estate market, the Orange County assessor violated the 2% inflation adjustment provision of Article XIII A, when the assessor tried to "recapture" the tax value of the property by increasing its assessed value by 4% in a single year. The assessors in most California counties, including the County, use a similar methodology in raising the taxable values of property beyond 2% in a single year. The State Board of Equalization has approved this methodology for increasing assessed values. On appeal, the Appellate Court held that the trial court erred in ruling that assessments are always limited to no more than 2% of the previous year's assessment. On May 10, 2004, a petition for review was filed with the California Supreme Court. The petition has been denied by the California Supreme Court. As a result of this litigation, the "recapture" provision described above may continue to be employed in determining the full cash value of property for property tax purposes.

Article XIII B of the California Constitution

Article XIII B ("**Article XIII B**") of the State Constitution, as subsequently amended by Propositions 98 and 111, respectively, limits the annual appropriations of the State and of any city, county, school district, authority or other political subdivision of the State to the level of appropriations of the particular governmental entity for the prior fiscal year, as adjusted for changes in the cost of living and in population and for transfers in the financial responsibility for providing services and for certain declared emergencies. For fiscal years beginning on or after July 1, 1990, the appropriations limit of each entity of government shall be the appropriations limit for the 1986-87 fiscal year adjusted for the changes made from that fiscal year under the provisions of Article XIII B, as amended.

The appropriations of an entity of local government subject to Article XIII B limitations include the proceeds of taxes levied by or for that entity and the proceeds of certain state subventions to that entity. "Proceeds of taxes" include, but are not limited to, all tax revenues and the proceeds to the entity from (a) regulatory licenses, user charges and user fees (but only to the extent that these proceeds exceed the reasonable costs in providing the regulation, product or service), and (b) the investment of tax revenues.

Appropriations subject to limitation do not include (a) refunds of taxes, (b) appropriations for debt service, (c) appropriations required to comply with certain mandates of the courts or the federal government, (d) appropriations of certain special districts, (e) appropriations for all qualified capital outlay projects as defined by the legislature, (f) appropriations derived from certain fuel and vehicle taxes and (g) appropriations derived from certain taxes on tobacco products.

Article XIII B includes a requirement that all revenues received by an entity of government other than the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be returned by a revision of tax rates or fee schedules within the next two subsequent fiscal years. However, in the event that a school district's revenues exceed its spending limit, the District may in any fiscal year increase its appropriations limit to equal its spending by borrowing appropriations limit from the State.

Article XIII B also includes a requirement that 50% of all revenues received by the State in a fiscal year and in the fiscal year immediately following it in excess of the amount permitted to be appropriated during that fiscal year and the fiscal year immediately following it shall be transferred and allocated to the State School Fund under Section 8.5 of Article XVI of the State Constitution.

Unitary Property

Some amount of property tax revenue of the District is derived from utility property which is considered part of a utility system with components located in many taxing jurisdictions ("**unitary property**"). Under the State Constitution, such property is assessed by the State Board of Equalization ("**SBE**") as part of a "going concern" rather than as individual pieces of real or personal property. State-assessed unitary and certain other property is allocated to the counties by SBE, taxed at special county-wide rates, and the tax revenues distributed to taxing jurisdictions (including the District) according to statutory formulae generally based on the distribution of taxes in the prior year.

Articles XIII C and XIII D of the California Constitution

On November 5, 1996, the voters of the State of California approved Proposition 218, popularly known as the "Right to Vote on Taxes Act." Proposition 218 added to the California Constitution Articles XIII C and XIII D (respectively, "**Article XIII C**" and "**Article XIII D**"), which contain a number of provisions affecting the ability of local agencies, including school districts, to levy and collect both existing and future taxes, assessments, fees and charges.

According to the "Title and Summary" of Proposition 218 prepared by the California Attorney General, Proposition 218 limits "the authority of local governments to impose taxes and property-related assessments, fees and charges." Among other things, Article XIII C establishes that every tax is either a "general tax" (imposed for general governmental purposes) or a "special tax" (imposed for specific purposes), prohibits special purpose government agencies such as school districts from levying general taxes, and prohibits any local agency from imposing, extending or increasing any special tax beyond its maximum authorized rate without a two-thirds vote; and also provides that the initiative power will not be limited in matters of reducing or repealing local taxes, assessments, fees and charges. Article XIII C further provides that no tax may be assessed on property other than *ad valorem* property taxes imposed in accordance with Articles XIII and XIII A of the California Constitution and special taxes approved by a two-thirds vote under Article XIII A, Section 4.

On November 2, 2010, Proposition 26 was approved by State voters, which amended Article XIII C to expand the definition of "tax" to include "any levy, charge, or exaction of any kind imposed by a local government" except the following: (a) a charge imposed for a specific benefit conferred or privilege granted directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of conferring the benefit or

granting the privilege; (b) a charge imposed for a specific government service or product provided directly to the payor that is not provided to those not charged, and which does not exceed the reasonable costs to the local government of providing the service or product; (c) a charge imposed for the reasonable regulatory costs to a local government for issuing licenses and permits, performing investigations, inspections, and audits, enforcing agricultural marketing orders, and the administrative enforcement and adjudication thereof; (d) a charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property; (e) a fine, penalty, or other monetary charge imposed by the judicial branch of government or a local government, as a result of a violation of law; (f) a charge imposed as a condition of property development; and (g) assessments and property-related fees imposed in accordance with the provisions of Article XIID. Proposition 26 provides that the local government bears the burden of proving by a preponderance of the evidence that a levy, charge, or other exaction is not a tax, that the amount is no more than necessary to cover the reasonable costs of the governmental activity, and that the manner in which those costs are allocated to a payor bear a fair or reasonable relationship to the payor's burdens on, or benefits received from, the governmental activity.

Article XIID deals with assessments and property-related fees and charges, and explicitly provides that nothing in Article XIIC or XIID will be construed to affect existing laws relating to the imposition of fees or charges as a condition of property development.

While the provisions of Proposition 218 may have an indirect effect on the District, such as by limiting or reducing the revenues otherwise available to other local governments whose boundaries encompass property located within the District (thereby causing such local governments to reduce service levels and possibly adversely affecting the value of property within the District), the District does not believe that Proposition 218 will directly impact the revenues available to pay debt service on the Bonds.

Proposition 98

On November 8, 1988, California voters approved Proposition 98, a combined initiative constitutional amendment and statute called the "Classroom Instructional Improvement and Accountability Act" (the "**Accountability Act**"). Certain provisions of the Accountability Act have, however, been modified by Proposition 111, discussed below, the provisions of which became effective on July 1, 1990. The Accountability Act changes State funding of public education below the university level and the operation of the State's appropriations limit. The Accountability Act guarantees State funding for K-12 school districts and community college districts (hereinafter referred to collectively as "K-14 school districts") at a level equal to the greater of (a) the same percentage of general fund revenues as the percentage appropriated to such districts in 1986-87, and (b) the amount actually appropriated to such districts from the general fund in the previous fiscal year, adjusted for increases in enrollment and changes in the cost of living. The Accountability Act permits the Legislature to suspend this formula for a one-year period.

The Accountability Act also changes how tax revenues in excess of the State appropriations limit are distributed. Any excess State tax revenues up to a specified amount would, instead of being returned to taxpayers, be transferred to K-14 school districts. Any such transfer to K-14 school districts would be excluded from the appropriations limit for K-14 school districts and the K-14 school district appropriations limit for the next year would automatically be increased by the amount of such transfer. These additional moneys would enter the base funding calculation for K-14 school districts for subsequent years, creating further pressure on other portions of the State budget, particularly if revenues decline in a year following an Article XIIB

surplus. The maximum amount of excess tax revenues which could be transferred to K 14 school districts is 4% of the minimum State spending for education mandated by the Accountability Act.

Proposition 111

On June 5, 1990, the voters approved Proposition 111 (Senate Constitutional Amendment No. 1) called the "Traffic Congestion Relief and Spending Limit Act of 1990" ("**Proposition 111**") which further modified Article XIII B and Sections 8 and 8.5 of Article XVI of the State Constitution with respect to appropriations limitations and school funding priority and allocation.

The most significant provisions of Proposition 111 are summarized as follows:

Annual Adjustments to Spending Limit. The annual adjustments to the Article XIII B spending limit were liberalized to be more closely linked to the rate of economic growth. Instead of being tied to the Consumer Price Index, the "change in the cost of living" is now measured by the change in California *per capita* personal income. The definition of "change in population" specifies that a portion of the State's spending limit is to be adjusted to reflect changes in school attendance.

Treatment of Excess Tax Revenues. "Excess" tax revenues with respect to Article XIII B are now determined based on a two-year cycle, so that the State can avoid having to return to taxpayers excess tax revenues in one year if its appropriations in the next fiscal year are under its limit. In addition, the Proposition 98 provision regarding excess tax revenues was modified. After any two-year period, if there are excess State tax revenues, 50% of the excess are to be transferred to K-14 school districts with the balance returned to taxpayers; under prior law, 100% of excess State tax revenues went to K-14 school districts, but only up to a maximum of 4% of the schools' minimum funding level. Also, reversing prior law, any excess State tax revenues transferred to K-14 school districts are not built into the school districts' base expenditures for calculating their entitlement for State aid in the next year, and the State's appropriations limit is not to be increased by this amount.

Exclusions from Spending Limit. Two exceptions were added to the calculation of appropriations which are subject to the Article XIII B spending limit. First, there are excluded all appropriations for "qualified capital outlay projects" as defined by the Legislature. Second, there are excluded any increases in gasoline taxes above the 1990 level (then nine cents per gallon), sales and use taxes on such increment in gasoline taxes, and increases in receipts from vehicle weight fees above the levels in effect on January 1, 1990. These latter provisions were necessary to make effective the transportation funding package approved by the Legislature and the Governor, which expected to raise over \$15 billion in additional taxes from 1990 through 2000 to fund transportation programs.

Recalculation of Appropriations Limit. The Article XIII B appropriations limit for each unit of government, including the State, is to be recalculated beginning in fiscal year 1990-91. It is based on the actual limit for fiscal year 1986-87, adjusted forward to 1990-91 as if Proposition 111 had been in effect.

School Funding Guarantee. There is a complex adjustment in the formula enacted in Proposition 98 which guarantees K-14 school districts a certain amount of State general fund revenues. Under prior law, K-14 school districts were guaranteed the greater of (a) 40.9% of State general fund revenues (the "**first test**") or (b) the amount appropriated in the prior year adjusted for changes in the cost of living (measured as in Article XIII B by reference to *per capita*

personal income) and enrollment (the “**second test**”). Under Proposition 111, schools will receive the greater of (a) the first test, (b) the second test, or (c) a third test, which will replace the second test in any year when growth in *per capita* State general fund revenues from the prior year is less than the annual growth in California per capita personal income (the “**third test**”). Under the third test, schools will receive the amount appropriated in the prior year adjusted for change in enrollment and *per capita* State general fund revenues, plus an additional small adjustment factor. If the third test is used in any year, the difference between the third test and the second test will become a “credit” to schools which will be paid in future years when State general fund revenue growth exceeds personal income growth.

Proposition 39

On November 7, 2000, California voters approved an amendment (commonly known as “**Proposition 39**”) to the California Constitution. This amendment (a) allows school facilities bond measures to be approved by 55% (rather than two-thirds) of the voters in local elections and permits property taxes to exceed the current 1% limit in order to repay the bonds and (b) changes existing statutory law regarding charter school facilities. As adopted, the constitutional amendments may be changed only with another Statewide vote of the people. The statutory provisions could be changed by a majority vote of both houses of the Legislature and approval by the Governor, but only to further the purposes of the proposition. The local school jurisdictions affected by this proposition are K-12 school districts, community college districts, including the District, and county offices of education. As noted above, the California Constitution previously limited property taxes to 1% of the value of property. Prior to the approval of Proposition 39, property taxes could only exceed this limit to pay for (a) any local government debts approved by the voters prior to July 1, 1978 or (b) bonds to acquire or improve real property that receive two-thirds voter approval after July 1, 1978.

The 55% vote requirement authorized by Proposition 39 applies only if the local bond measure presented to the voters includes: (a) a requirement that the bond funds can be used only for construction, rehabilitation, equipping of school facilities, or the acquisition or lease of real property for school facilities; (b) a specific list of school projects to be funded and certification that the school board has evaluated safety, class size reduction, and information technology needs in developing the list; and (c) a requirement that the school board conduct annual, independent financial and performance audits until all bond funds have been spent to ensure that the bond funds have been used only for the projects listed in the measure. Legislation approved in June 2000 places certain limitations on local school bonds to be approved by 55% of the voters. These provisions require that the tax rate levied as the result of any single election be no more than \$60 (for a unified school district), \$30 (for an elementary school district or high school district), or \$25 (for a community college district), per \$100,000 of taxable property value. These requirements are not part of this proposition and can be changed with a majority vote of both houses of the Legislature and approval by the Governor.

Proposition 1A and Proposition 22

On November 2, 2004, California voters approved Proposition 1A, which amended the State constitution to significantly reduce the State's authority over major local government revenue sources. Under Proposition 1A, the State cannot (a) reduce local sales tax rates or alter the method of allocating the revenue generated by such taxes, (b) shift property taxes from local governments to schools or community colleges, (c) change how property tax revenues are shared among local governments without two-thirds approval of both houses of the State Legislature or (d) decrease Vehicle License Fee revenues without providing local governments with equal

replacement funding. Under Proposition 1A, beginning, in 2008-09, the State may shift to schools and community colleges a limited amount of local government property tax revenue if certain conditions are met, including: (a) a proclamation by the Governor that the shift is needed due to a severe financial hardship of the State, and (b) approval of the shift by the State Legislature with a two-thirds vote of both houses. Under such a shift, the State must repay local governments for their property tax losses, with interest, within three years. Proposition 1A does allow the State to approve voluntary exchanges of local sales tax and property tax revenues among local governments within a county. Proposition 1A also amended the State Constitution to require the State to suspend certain State laws creating mandates in any year that the State does not fully reimburse local governments for their costs to comply with the mandates. This provision does not apply to mandates relating to schools or community colleges or to those mandates relating to employee rights.

Proposition 22, a constitutional initiative entitled the “Local Taxpayer, Public Safety, and Transportation Protection Act of 2010,” approved on November 2, 2010, superseded many of the provision of Proposition 1A. This initiative amends the State constitution to prohibit the legislature from diverting or shifting revenues that are dedicated to funding services provided by local government or funds dedicated to transportation improvement projects and services. Under this proposition, the State is not allowed to take revenue derived from locally imposed taxes, such as hotel taxes, parcel taxes, utility taxes and sales taxes, and local public transit and transportation funds. Further, in the event that a local governmental agency sues the State alleging a violation of these provisions and wins, then the State must automatically appropriate the funds needed to pay that local government. This Proposition was intended to, among other things, stabilize local government revenue sources by restricting the State’s control over local property taxes. Proposition 22 did not prevent the California State Legislature from dissolving State redevelopment agencies pursuant to AB 1X26, as confirmed by the decision of the California Supreme Court decision in *California Redevelopment Association v. Matosantos* (2011).

Because Proposition 22 reduces the State’s authority to use or reallocate certain revenue sources, fees and taxes for State general fund purposes, the State will have to take other actions to balance its budget, such as reducing State spending or increasing State taxes, and school and college districts that receive Proposition 98 or other funding from the State will be more directly dependent upon the State’s general fund.

Proposition 30 and Proposition 55

The Guaranteed Local Public Safety Funding, Initiative Constitutional Amendment, also known as “**Proposition 30**”, temporarily increased the State Sales and Use Tax and personal income tax rates on higher incomes. Proposition 30 temporarily imposed an additional tax on all retailers, at the rate of 0.25% of gross receipts from the sale of all tangible personal property sold in the State from January 1, 2013 to December 31, 2016. Proposition 30 also imposed an additional excise tax on the storage, use, or other consumption in the State of tangible personal property purchased from a retailer on and after January 1, 2013 and before January 1, 2017. This excise tax was levied at a rate of 0.25% of the sales price of the property so purchased. For personal income taxes imposed beginning in the taxable year commencing January 1, 2012 and ending December 31, 2018, Proposition 30 increases for such period the marginal personal income tax rate by: (a) 1% for taxable income over \$250,000 but less than \$300,000 for single filers (over \$340,000 but less than \$408,000 for head of household filers and over \$500,000 but less than \$600,000 for joint filers), (b) 2% for taxable income over \$300,000 but less than \$500,000 for single filers (over \$408,000 but less than \$680,000 for head of household filers and over \$600,000 but less than \$1,000,000 for joint filers), and (c) 3% for taxable income over

\$500,000 for single filers (over \$680,000 for head of household filers and over \$1,000,000 for joint filers). Proposition 55 (described below) extended said increases to personal income rates through the end of 2030.

The revenues generated from the temporary tax increases will be included in the calculation of the Proposition 98 minimum funding guarantee for school districts and community college districts. See “Proposition 98” and “Proposition 111” above. From an accounting perspective, the revenues generated from the temporary tax increases will be deposited into the State account created pursuant to Proposition 30 called the Education Protection Account (the “EPA”). Pursuant to Proposition 30, funds in the EPA will be allocated quarterly, with 89% of such funds provided to schools districts and 11% provided to community college districts. The funds will be distributed to school districts and community college districts in the same manner as existing unrestricted per-student funding, except that no school district will receive less than \$200 per unit of ADA and no community college district will receive less than \$100 per full time equivalent student. The governing board of each school district and community college district is granted sole authority to determine how the moneys received from the EPA are spent, provided that, the appropriate governing board is required to make these spending determinations in open session at a public meeting and such local governing boards are prohibited from using any funds from the EPA for salaries or benefits of administrators or any other administrative costs.

The California Children’s Education and Health Care Protection Act of 2016, also known as Proposition 55, was a proposed constitutional amendment initiative that was approved on the November 8, 2016 general election ballot in California. Proposition 55 extends the increases to personal income tax rates for high-income taxpayers that were approved as part of Proposition 30 through the end of 2030, instead of the scheduled expiration date of December 31, 2018. The extensions did not apply to the sales tax and excise taxes imposed by Proposition 30. Tax revenue received under Proposition 55 is to be allocated 89% to K-12 schools and 11% to community colleges.

California Senate Bill 222

Senate Bill 222 (“**SB 222**”) was signed by the California Governor on July 13, 2015, and became effective on January 1, 2016. SB 222 amended Section 15251 of the California Education Code and added Section 52515 to the California Government Code to provide that voter approved general obligation bonds which are secured by *ad valorem* property tax collections are secured by a statutory lien on all revenues received pursuant to the levy and collection of the property tax imposed to service those bonds. Said lien shall attach automatically and is valid and binding from the time the bonds are executed and delivered. The lien is enforceable against the issuer, its successors, transferees, and creditors, and all others asserting rights therein, irrespective of whether those parties have notice of the lien and without the need for any further act. The effect of SB 222 is the treatment of general obligation bonds, such as the Bonds, as secured debt in bankruptcy due to the existence of a statutory lien.

Proposition 19

On November 3, 2020, State voters approved Proposition 19, a legislatively referred constitutional amendment (“**Proposition 19**”), which amends Article XIII A to (i) expand as of April 1, 2021 special rules that govern the transfer of a residential property’s tax base value to a replacement residence for homeowners that are over the age of 55, severely disabled, or whose property has been impacted by wildfire or natural disaster, when they buy a different home anywhere within the State, (ii) narrows as of February 16, 2021 existing special rules for the

valuation of inherited real property due to a transfer between family members, and (iii) allocates most resulting State revenues and savings (if any) to fire protection services and reimbursing local governments for taxation-related changes. The District cannot predict whether the implementation of Proposition 19 will increase, decrease or have no overall impact on the District's assessed values.

Future Initiatives

Article XIII A, Article XIII B, Article XIII C and Article XIII D of the California Constitution and Propositions 98, 22, 26, 30 and 39 were each adopted as measures that qualified for the ballot under the State's initiative process. From time to time other initiative measures could be adopted further affecting District revenues or the District's ability to expend revenues. The nature and impact of these measures cannot be anticipated by the District.

APPENDIX B

**AUDITED FINANCIAL STATEMENTS OF THE DISTRICT
FOR FISCAL YEAR ENDED JUNE 30, 2022**

APPENDIX C

GENERAL INFORMATION ABOUT THE CITY OF OXNARD AND COUNTY OF VENTURA

The following information concerning the City of Oxnard (the “City”) and the County of Ventura (the “County”) is included only for the purpose of supplying general information regarding the area of the District. The Bonds are not a debt of the City, the County, the State of California (the “State”) or any of its political subdivisions (other than the District), and none of the City, the County, the State or any of its political subdivisions (except the District) is liable therefor.

The historical data and results presented in the tables that follow may differ materially from future results as a result of economic or other factors. For more information on the impact of the COVID-19 pandemic, see “SECURITY FOR THE BONDS – Disclosure Relating to COVID-19 Global Pandemic” herein. See also references to COVID-19 in the section entitled “PROPERTY TAXATION”, and in APPENDIX A under the heading “DISTRICT GENERAL INFORMATION” and “STATE FUNDING OF EDUCATION; RECENT STATE BUDGETS.”

General

The County. The County is situated on the southern California Coast. The County covers an area of approximately 1,843 square miles and ranks 26th in size among California’s 58 counties. The County is bordered by the Pacific Ocean to the south and west, Santa Barbara County to the west, Kern County to the north, and Los Angeles County to the east. The County’s major population centers are San Buenaventura (the County seat), Oxnard, Thousand Oaks, Simi Valley, and Camarillo. All are within approximately 60 miles of downtown Los Angeles.

Most of the northern half of the County is within the Los Padres National Forest. Mountain ranges created fertile valleys and broad alluvial basins, primarily in the southern half of the County. The high soil fertility and good drainage of the alluvial basins have helped the County become a leading agricultural producer.

Population

The following table lists population estimates for the City, the County and the other major cities in the County as of January 1 each year for the last five calendar years.

**CITY OF OXNARD
COUNTY OF VENTURA
Population Estimates
Calendar Years 2018 through 2022**

	2018	2019	2020	2021	2022
Camarillo	68,498	69,689	70,755	70,739	70,171
Fillmore	15,650	15,671	16,458	16,681	16,469
Moorpark	36,564	36,627	36,211	35,821	35,399
Ojai	7,533	7,498	7,655	7,523	7,466
Oxnard	205,883	205,777	201,649	200,480	200,050
Port Hueneme	23,437	23,554	22,196	22,188	21,599
San Buenaventura	108,964	106,616	110,063	109,821	108,231
Santa Paula	30,767	30,547	30,658	30,629	30,892
Simi Valley	125,730	125,509	126,151	126,478	124,985
Thousand Oaks	128,684	127,495	126,618	125,995	124,592
Balance of County	96,402	95,276	95,429	93,738	93,798
Total County	848,112	844,259	843,843	840,093	833,652

Source: California Department of Finance, Demographic Research Unit.

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Industry and Employment

The District is included in the Oxnard-Thousand Oaks-Ventura Metropolitan Statistical Area (“MSA”). The unemployment rate in the Ventura County was 3.2 percent in December 2022, down from a revised 3.7 percent in November 2022, and below the year-ago estimate of 4.2 percent. This compares with an unadjusted unemployment rate of 3.7 percent for California and 3.3 percent for the nation during the same period.

The following table shows civilian labor force and wage and salary employment data for the Oxnard-Thousand Oaks-Ventura Metropolitan Statistical Area, which is coterminous with Ventura County and, therefore, includes the City of Ventura, for the past five calendar years. These figures are area-wide statistics and may not necessarily accurately reflect employment trends in the City.

The table below list employment by industry group for the years 2017 through 2021.

OXNARD-THOUSAND OAKS-VENTURA METROPOLITAN STATISTICAL AREA Annual Average Civilian Labor Force, Employment and Unemployment, Employment by Industry Calendar Years 2017 through 2021 (March 2021 Benchmark)

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
Civilian Labor Force ⁽¹⁾⁽²⁾	423,700	423,000	422,100	409,400	404,900
Employment	404,500	406,800	406,600	373,300	380,000
Unemployment	19,200	16,300	15,500	36,100	24,900
Unemployment Rate	4.5%	3.9%	3.7%	8.8%	6.2%
<u>Wage and Salary Employment:</u> ⁽³⁾					
Agriculture	23,800	24,300	24,700	25,000	23,400
Mining and Logging	900	900	900	900	900
Construction	15,700	16,800	17,100	16,800	17,000
Manufacturing	25,600	26,200	26,600	25,800	26,300
Wholesale Trade	12,700	12,500	12,500	11,900	12,000
Retail Trade	39,800	39,200	38,300	34,900	36,500
Transportation, Warehousing, Utilities	6,100	6,300	6,300	6,100	6,600
Information	5,300	5,400	5,200	4,000	3,900
Finance and Insurance	12,700	12,300	11,600	11,600	11,300
Real Estate and Rental and Leasing	4,200	4,100	4,200	4,100	4,300
Professional and Business Services	42,200	42,900	44,400	42,600	43,500
Educational and Health Services	45,900	47,700	49,600	48,300	48,700
Leisure and Hospitality	37,200	37,800	38,500	30,200	33,000
Other Services	9,600	9,500	9,700	8,300	8,800
Federal Government	7,300	7,300	7,400	7,800	7,600
State Government	3,000	3,000	3,100	3,000	2,800
Local Government	36,600	36,600	36,600	34,000	34,000
Total all Industries	328,700	332,800	336,800	315,200	320,300

(1) Labor force data is by place of residence; includes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(2) Industry employment is by place of work; excludes self-employed individuals, unpaid family workers, household domestic workers, and workers on strike.

(3) Totals may not add due to rounding.

Source: State of California Employment Development Department.

Largest Employers

The following tables list the largest manufacturing and non-manufacturing employers within the County as of January 2023, in alphabetical order.

COUNTY OF VENTURA Largest Employers January 2023

Employer Name	Location	Industry
Adventist Health Simi Valley	Simi Valley	Hospitals
Amgen Inc	Thousand Oaks	Biological Specimens-Manufacturers
Baxter Healthcare	Westlake Village	Physicians & Surgeons Equip & Supls-Mfrs
Community Memorial Health Syst	Ventura	Health Care Management
Haas Automation Inc	Oxnard	Machinery-Manufacturers
Harbor Freight Tools	Camarillo	Tools-New & Used
J M Smucker Co	Oxnard	Food Products & Manufacturers
Kaiser Permanente Ventura 888	Ventura	Medical Centers
Los Robles Regional Med Ctr	Thousand Oaks	Hospitals
Moorpark College	Moorpark	Junior-Community College-Tech Institutes
Nancy Reagan Breast Ctr	Simi Valley	Diagnostic Imaging Centers
NATIONAL Guard	Port Hueneme	Government Offices-State
Naval Air Warfare Ctr Weapons	Point Mugu Nawc	Federal Government-National Security
Ojai Valley Inn	Ojai	Golf Courses
Oxnard College	Oxnard	Junior-Community College-Tech Institutes
Pentair Aquatic Systems	Moorpark	Swimming Pool Equipment & Supls-Retail
Port Hueneme Div Naval	Port Hueneme Cbc	Military Bases
Procter & Gamble Paper Prods	Oxnard	Sanitary Paper Products (mfrs)
Rancho Simi Recreation Prk Dst	Simi Valley	Swimming Pools-Public
Simi Valley City	Simi Valley	City Hall
Simi Valley City Manager	Simi Valley	City Government-Executive Offices
St John's Regional Medical Ctr	Oxnard	Hospitals
Ventura County Medical Ctr	Ventura	Hospitals
Ventura County Office of Edu	Camarillo	School Districts
Ventura County Sherriff's Ofc	Ventura	County Govt-Correctional Institutions

Source: State of California Employment Development Department, extracted from The America's Labor Market Information System (ALMIS) Employer Database, 2023 1st Edition.

Effective Buying Income

“Effective Buying Income” is defined as personal income less personal tax and nontax payments, a number often referred to as “disposable” or “after-tax” income. Personal income is the aggregate of wages and salaries, other labor-related income (such as employer contributions to private pension funds), proprietor’s income, rental income (which includes imputed rental income of owner-occupants of non-farm dwellings), dividends paid by corporations, interest income from all sources, and transfer payments (such as pensions and welfare assistance). Deducted from this total are personal taxes (federal, state and local), nontax payments (fines, fees, penalties, etc.) and personal contributions to social insurance. According to U.S. government definitions, the resultant figure is commonly known as “disposable personal income.”

The following table summarizes the total effective buying income for the County, the State and the United States for the period 2019 through 2023.

COUNTY OF VENTURA EFFECTIVE BUYING INCOME 2019 through 2023

Year	Area	Total Effective Buying Income (000's Omitted)	Median Household Effective Buying Income
2019	City of Oxnard	\$3,763,376	\$58,042
	Ventura County	26,149,018	70,618
	California	1,183,264,399	62,637
	United States	9,017,967,563	52,841
2020	City of Oxnard	\$3,944,985	\$61,353
	Ventura County	27,287,576	73,421
	California	1,243,564,816	65,870
	United States	9,487,165,436	55,303
2021	City of Oxnard	\$3,987,980	\$62,571
	Ventura County	27,012,778	73,720
	California	1,290,894,604	67,956
	United States	9,809,944,764	56,790
2022	City of Oxnard	\$4,645,742	\$73,779
	Ventura County	30,971,100	86,193
	California	1,452,426,153	77,058
	United States	11,208,582,541	64,448
2023	City of Oxnard	\$4,890,187	\$76,187
	Ventura County	32,048,005	86,954
	California	1,461,799,662	77,175
	United States	11,454,846,397	65,326

Source: Claritas, LLC.

Commercial Activity

Summaries of historic taxable sales within the City and County during the past five years for which data are available are shown in the following tables.

Total taxable sales during the first two quarters of calendar year 2022 in the City were reported to be \$1,773,367,000, a 12.86% increase over the total taxable sales of \$1,571,263,264 reported during the first two quarters of calendar year 2021.

CITY OF OXNARD Taxable Transactions (Dollars in Thousands)

Year	Retail Permits on July 1	Retail Stores Taxable Transactions	Total Permits on July 1	Total Outlets Taxable Transactions
2017	2,653	\$2,152,900	4,287	\$2,733,223
2018	2,688	2,272,387	4,463	2,889,596
2019	2,739	2,297,559	4,615	2,939,107
2020	2,920	2,116,214	4,920	2,723,302
2021	2,648	2,537,320	4,555	3,283,206

Source: State Department of Tax and Fee Administration.

Total taxable sales during the first two quarters of calendar year 2022 in the City were reported to be \$9,056,450,471, a 9.40% increase over the total taxable sales of \$8,278,124,761 reported during the first two quarters of calendar year 2021.

COUNTY OF VENTURA Taxable Transactions (Dollars in Thousands)

Year	Retail Permits on July 1	Retail Stores Taxable Transactions	Total Permits on July 1	Total Outlets Taxable Transactions
2017	15,751	\$10,102,010	26,392	\$13,901,215
2018	15,632	10,486,735	26,954	14,323,432
2019	15,822	10,701,509	27,755	14,779,590
2020	16,502	10,520,368	29,143	14,392,330
2021	14,810	12,602,347	26,596	17,323,045

Source: State Department of Tax and Fee Administration.

Construction Activity

Construction activity in the City and the County for the past five years for which data is available are shown in the following tables.

CITY OF OXNARD Building Permit Valuation For Calendar Years 2017 through 2021 (Dollars in Thousands)

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
<u>Permit Valuation</u>					
New Single-family	\$55,602.1	\$16,535.7	\$23,103.3	\$6,908.0	\$18,542.1
New Multi-family	41,833.8	15,462.4	18,642.6	76,606.2	54,901.8
Res. Alterations/Additions	<u>4,977.7</u>	<u>6,517.4</u>	<u>6,113.1</u>	<u>3,456.0</u>	<u>8,515.3</u>
Total Residential	102,413.6	\$38,515.5	47,859.0	86,970.2	81,959.2
New Commercial	9,697.8	2,317.1	12,787.9	1,566.3	3,257.7
New Industrial	0.0	7,311.5	0.0	128,970.2	48,383.1
New Other	13,923.6	14,126.8	3,078.4	9,172.0	1,523.9
Com Alterations/Additions	<u>16,958.3</u>	<u>17,485.9</u>	<u>32,672.3</u>	<u>4,618.0</u>	<u>19,344.2</u>
Total Nonresidential	40,579.7	41,241.3	48,538.6	144,326.5	72,508.9
<u>New Dwelling Units</u>					
Single Family	198	40	65	27	59
Multiple Family	<u>482</u>	<u>56</u>	<u>71</u>	<u>291</u>	<u>281</u>
TOTAL	680	96	136	318	340

Source: Construction Industry Research Board, Building Permit Summary.

COUNTY OF VENTURA Building Permit Valuation For Calendar Years 2017 through 2021 (Dollars in Thousands)

	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>	<u>2021</u>
<u>Permit Valuation</u>					
New Single-family	\$266,346.8	\$392,515.2	\$261,553.0	\$144,880.4	\$230,620.5
New Multi-family	231,822.5	107,224.0	93,818.1	114,352.5	136,004.1
Res. Alterations/Additions	<u>200,617.4</u>	<u>148,312.3</u>	<u>71,534.0</u>	<u>46,818.0</u>	<u>49,248.0</u>
Total Residential	698,786.7	648,051.5	426,905.1	306,050.9	415,872.6
New Commercial	71,967.3	144,707.2	51,503.1	14,103.2	47,194.6
New Industrial	35,699.9	16,865.3	12,262.9	133,855.3	59,428.7
New Other	31,579.7	42,529.7	50,307.8	35,868.7	50,547.0
Com Alterations/Additions	<u>91,036.8</u>	<u>153,876.7</u>	<u>91,837.7</u>	<u>69,973.6</u>	<u>53,252.3</u>
Total Nonresidential	230,283.7	357,978.9	205,911.5	253,800.8	210,422.6
<u>New Dwelling Units</u>					
Single Family	851	637	731	425	689
Multiple Family	<u>1,638</u>	<u>612</u>	<u>697</u>	<u>545</u>	<u>856</u>
TOTAL	2,489	1,249	1,428	970	1,545

Source: Construction Industry Research Board, Building Permit Summary.

APPENDIX D

FORM OF OPINION OF BOND COUNSEL

[Closing Date]

Governing Board
Oxnard School District
Oxnard, California

OPINION: \$_____ Oxnard School District
 (Ventura County, California)
 General Obligation Bonds, 2022 Election, Series A

Members of the Governing Board:

We have acted as bond counsel to the Oxnard School District (the “District”) in connection with the issuance by the District of \$_____ principal amount of Oxnard School District (Ventura County, California) General Obligation Bonds, 2022 Election, Series A, dated the date hereof (the “Bonds”) under the provisions of Article 4.5 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, and Resolution No. 22-19 adopted by the Governing Board of the District (the “Board”) on February 15, 2023 (the “Bond Resolution”). We have examined the law and such certified proceedings and other papers as we deemed necessary to render this opinion.

As to questions of fact material to our opinion, we have relied upon representations of the Board contained in the Bond Resolution and in the certified proceedings and other certifications furnished to us, without undertaking to verify such facts by independent investigation.

Based upon our examination, we are of the opinion, under existing law, as follows:

1. The District is a duly created and validly existing high school district with the power to issue the Bonds, and to perform its obligations under the Bond Resolution and the Bonds.
2. The Bond Resolution has been duly adopted by the Board, and constitutes a valid and binding obligation of the District enforceable upon the District in accordance with its terms.
3. The Bonds have been duly authorized, executed and delivered by the District, and are valid and binding general obligations of the District.
4. The Board of Supervisors of Ventura County is required under the laws of the State of California to levy an *ad valorem* tax upon the property in the District which is subject to taxation, unlimited as to rate or amount, for the payment of principal and interest on the Bonds.
5. The interest on the Bonds is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax.

Interest on the Bonds may be subject to the corporate alternative minimum tax. The opinions set forth in the preceding sentences are subject to the condition that the District comply with all requirements of the Internal Revenue Code of 1986, as amended, that must be satisfied subsequent to the issuance of the Bonds in order that the interest thereon be, and continue to be, excludable from gross income for federal income tax purposes. The District has made certain representations and covenants in order to comply with each such requirement. Inaccuracy of those representations, or failure to comply with certain of those covenants, may cause the inclusion of such interest in gross income for federal income tax purposes, which may be retroactive to the date of issuance of the Bonds.

6. The interest on the Bonds is exempt from personal income taxation imposed by the State of California.

We express no opinion regarding any other tax consequences arising with respect to the ownership, sale or disposition of, or the amount, accrual or receipt of interest on, the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds are limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights generally, and by equitable principles, whether considered at law or in equity.

This opinion is given as of the date hereof, and we assume no obligation to revise or supplement this opinion to reflect any facts or circumstances that may hereafter come to our attention, or any changes in law that may hereafter occur.

Respectfully submitted,

A Professional Law Corporation

APPENDIX E

FORM OF CONTINUING DISCLOSURE CERTIFICATE

\$ _____
OXNARD SCHOOL DISTRICT
(Ventura County, California)
General Obligation Bonds
2022 Election, Series A

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (this “Disclosure Certificate”) is executed and delivered by the Oxnard School District (the “District”) in connection with the execution and delivery of the captioned bonds (the “Bonds”). The Bonds are being executed and delivered pursuant to a resolution adopted by the Governing Board of the District on February 15, 2023 (the “Bond Resolution”). U.S. Bank Trust Company, National Association, Los Angeles, California, is initially acting as paying agent for the Bonds (the “Paying Agent”).

The District hereby covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the District for the benefit of the holders and beneficial owners of the Bonds and in order to assist the Participating Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

Section 2. Definitions. In addition to the definitions set forth above and in the Bond Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“*Annual Report*” means any Annual Report provided by the District pursuant to, and as described in, Sections 3 and 4.

“*Annual Report Date*” means the date not later than nine months after the end of each fiscal year of the District (currently June 30th).

“*Dissemination Agent*” means, initially, the District, or any successor Dissemination Agent designated in writing by the District and which has filed with the District and the Paying Agent a written acceptance of such designation.

“*Listed Events*” means any of the events listed in Section 5(a).

“*MSRB*” means the Municipal Securities Rulemaking Board, which has been designated by the Securities and Exchange Commission as the sole repository of disclosure information for purposes of the Rule.

“*Official Statement*” means the final official statement executed by the District in connection with the issuance of the Bonds.

“*Paying Agent*” means U.S. Bank Trust Company, National Association, or any successor thereto.

“*Participating Underwriter*” means Raymond James & Associates, Inc., the original Underwriter of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“*Rule*” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. Provision of Annual Reports.

(a) The District shall, or shall cause the Dissemination Agent to, not later than the Annual Report Date, commencing not later than March 31, 2024 with the report for the 2022-23 Fiscal Year, provide to the MSRB, in an electronic format as prescribed by the MSRB, an Annual Report that is consistent with the requirements of Section 4. Not later than 15 Business Days prior to the Annual Report Date, the District shall provide the Annual Report to the Dissemination Agent (if other than the District). If by 15 Business Days prior to the Annual Report Date the Dissemination Agent (if other than the District) has not received a copy of the Annual Report, the Dissemination Agent shall contact the District to determine if the District is in compliance with the previous sentence. The Annual Report may be submitted as a single document or as separate documents comprising a package and may include by reference other information as provided in Section 4; provided that the audited financial statements of the District may be submitted separately from the balance of the Annual Report, and later than the Annual Report Date, if not available by that date. If the District’s fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c). The District shall provide a written certification with each Annual Report furnished to the Dissemination Agent to the effect that such Annual Report constitutes the Annual Report required to be furnished by the District hereunder.

(b) If the District does not provide (or cause the Dissemination Agent to provide) an Annual Report by the Annual Report Date, the District shall provide (or cause the Dissemination Agent to provide) to the MSRB, a notice in an electronic format as prescribed by the MSRB, with a copy to the Paying Agent and Participating Underwriter.

(c) With respect to each Annual Report, the Dissemination Agent shall:

- (i) determine each year prior to the Annual Report Date the then-applicable rules and electronic format prescribed by the MSRB for the filing of annual continuing disclosure reports; and
- (ii) if the Dissemination Agent is other than the District, file a report with the District certifying that the Annual Report has been provided pursuant to this Disclosure Certificate, and stating the date it was provided.

Section 4. Content of Annual Reports. The District's Annual Report shall contain or incorporate by reference the following:

(a) Audited financial statements prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the District's audited financial statements are not available by the Annual Report Date, the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available.

(b) Unless otherwise provided in the audited financial statements filed on or before the Annual Report Date, the following information:

- (i) Assessed value of taxable property in the jurisdiction of the District for the most recently completed fiscal year or the then-current fiscal year, if available at the time of filing the Annual Report;
- (ii) Assessed valuation of the properties of the top 20 secured property taxpayers in the District for the most recently completed fiscal year or the then-current fiscal year, if available at the time of filing the Annual Report;
- (iii) Property tax collection delinquencies for the District for the most recently completed fiscal year, but only if available from the County at the time of filing the Annual Report and only if the District's general obligation bond levies are not included in Ventura County's Teeter Plan;
- (iv) The District's most recently adopted Budget or approved interim report with budgeted figures, which is available at the time of filing the Annual Report; and
- (v) Such further information, if any, as may be necessary to make the statements made pursuant to (a) and (b) of this Section, in the light of the circumstances under which they are made, not misleading.

(c) Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the District or related public entities, which are available to the public on the MSRB's internet web site or filed with the Securities and Exchange Commission. The District shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

(a) Pursuant to the provisions of this Section, the District shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds:

- (1) Principal and interest payment delinquencies.

- (2) Non-payment related defaults, if material.
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties.
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties.
- (5) Substitution of credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security.
- (7) Modifications to rights of security holders, if material.
- (8) Bond calls, if material, and tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the securities, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of the District.
- (13) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional trustee or the change of name of a trustee, if material.
- (15) Incurrence of a financial obligation of the obligated person, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the obligated person, any of which affect security holders, if material.
- (16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the obligated person, any of which reflect financial difficulties.

(b) Whenever the District obtains knowledge of the occurrence of a Listed Event, and, if the Listed Event is described in subsections (a)(2), (a)(6), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13) or (a)(14) above, the District determines that knowledge of the occurrence of a Listed Event would be material under applicable Federal securities law, the District shall, or shall cause the Dissemination Agent (if not the District) to, file a notice of such occurrence with the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of 10 business days after the occurrence of the Listed Event. Notwithstanding the foregoing, notice of Listed Events described in subsections (a)(8) and (9) above need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to holders of affected Bonds.

(c) The District acknowledges that the events described in subparagraphs (a)(2), (a)(7), (a)(8) (if the event is a bond call), (a)(10), (a)(13), (a)(14), and (a)(15) of this Section contain the qualifier "if material" and that subparagraph (a)(6) also contains the qualifier "material" with respect to certain notices, determinations or other events affecting the tax status of the Bonds. The District shall cause a notice to be filed as set forth in paragraph (b) above with respect to any such event only to the extent that it determines the event's occurrence is material for purposes of U.S. federal securities law. Whenever the District obtains knowledge of the occurrence of any of these Listed Events, the District will as soon as possible determine if such event would be material under applicable federal securities law. If such event is determined to be material, the District will cause a notice to be filed as set forth in paragraph (b) above.

(d) For purposes of this Disclosure Certificate, any event described in paragraph (a)(12) above is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

(e) For purposes of Section 5(a)(15) and (16), "financial obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

Section 6. Identifying Information for Filings with the MSRB. All documents provided to the MSRB under the Disclosure Certificate shall be accompanied by identifying information as prescribed by the MSRB.

Section 7. Termination of Reporting Obligation. The District's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the District shall give notice of such termination in the same manner as for a Listed Event under Section 5(c).

Section 8. Dissemination Agent. The District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any Dissemination Agent, with or without appointing a successor Dissemination Agent. Any Dissemination Agent may resign by providing 30 days' written notice to the District and the Paying Agent.

Section 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the District may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

- (a) if the amendment or waiver relates to the provisions of Sections 3(a), 4 or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change

in the identity, nature, or status of an obligated person with respect to the Bonds, or type of business conducted;

- (b) the undertakings herein, as proposed to be amended or waived, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the primary offering of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and
- (c) the proposed amendment or waiver either (i) is approved by holders of the Bonds in the manner provided in the Bond Resolution for amendments to the Bond Resolution with the consent of holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the holders or beneficial owners of the Bonds.

If the annual financial information or operating data to be provided in the Annual Report is amended pursuant to the provisions hereof, the first annual financial information filed pursuant hereto containing the amended operating data or financial information shall explain, in narrative form, the reasons for the amendment and the impact of the change in the type of operating data or financial information being provided.

If an amendment is made to the undertaking specifying the accounting principles to be followed in preparing financial statements, the annual financial information for the year in which the change is made shall present a comparison between the financial statements or information prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles. The comparison shall include a qualitative discussion of the differences in the accounting principles and the impact of the change in the accounting principles on the presentation of the financial information, in order to provide information to investors to enable them to evaluate the ability of the District to meet its obligations. To the extent reasonably feasible, the comparison shall be quantitative. A notice of the change in the accounting principles shall be filed in the same manner as for a Listed Event under Section 5(c).

Section 10. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the District chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the District shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 11. Default. If the District fails to comply with any provision of this Disclosure Certificate, the Participating Underwriter or any holder or beneficial owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Bond Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the District to comply with this Disclosure Certificate shall be an action to compel performance.

Section 12. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the District agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The Dissemination Agent will have no duty or obligation to review any information provided to it by the District hereunder, and shall not be deemed to be acting in any fiduciary capacity for the District, the Bondholders or any other party. The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

(b) The Dissemination Agent shall be paid compensation by the District for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and shall be reimbursed for all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder.

Section 13. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Bonds and shall create no rights in any other person or entity.

Date: [Closing Date]

OXNARD SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

APPENDIX F

DTC AND THE BOOK-ENTRY SYSTEM

The following description of the Depository Trust Company (“DTC”), the procedures and record keeping with respect to beneficial ownership interests in the Bonds, payment of principal, interest and other payments on the Bonds to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Bonds and other related transactions by and between DTC, the DTC Participants and the Beneficial Owners is based solely on information provided by DTC. Accordingly, no representations can be made concerning these matters and neither the DTC Participants nor the Beneficial Owners should rely on the foregoing information with respect to such matters but should instead confirm the same with DTC or the DTC Participants, as the case may be.

Neither the District nor the Paying Agent take any responsibility for the information contained in this Section.

No assurances can be given that DTC, DTC Participants or Indirect Participants will distribute to the Beneficial Owners (a) payments of interest, principal or premium, if any, with respect to the Bonds, (b) Bonds representing ownership interest in or other confirmation or ownership interest in the Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Bonds, or that they will so do on a timely basis, or that DTC, DTC Participants or DTC Indirect Participants will act in the manner described in this Appendix. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

1. The Depository Trust Company (“DTC”), New York, NY, will act as securities depository for the securities (in this Appendix, the “Bonds”). The Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond will be issued for each maturity of the Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC. If, however, the aggregate principal amount of any maturity exceeds \$500 million, one certificate will be issued with respect to each \$500 million of principal amount and an additional certificate will be issued with respect to any remaining principal amount of such issue.

2. DTC, the world’s largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned

subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“Indirect Participants”). DTC has a Standard & Poor’s rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com. *The information contained on this Internet site is not incorporated herein by reference.*

3. Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC’s records. The ownership interest of each actual purchaser of each Bond (“Beneficial Owner”) is in turn to be recorded on the Direct and Indirect Participants’ records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive Bonds representing their ownership interests in Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

4. To facilitate subsequent transfers, all Bonds deposited by Direct Participants with DTC are registered in the name of DTC’s partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Bonds with DTC and their registration in the name of Cede & Co. or such other nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

5. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Bonds may wish to take certain steps to augment transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of the notices be provided directly to them.

6. Redemption notices will be sent to DTC. If less than all of the Bonds within an issue are being redeemed, DTC’s practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

7. Neither DTC nor Cede & Co. (nor such other DTC nominee) will consent or vote with respect to the Bonds unless authorized by a Direct Participant in accordance with DTC’s MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to District as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.’s consenting or voting

rights to those Direct Participants to whose accounts the Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from District or Paying Agent on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, Paying Agent, or District, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of District or Paying Agent, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

9. DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to District or Paying Agent. Under such circumstances, in the event that a successor securities depository is not obtained, Bonds are required to be printed and delivered.

10. The District may decide to discontinue use of the system of book-entry-only transfers through DTC (or a successor securities depository). In that event, Bond certificates will be printed and delivered to DTC.

11. The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that District believes to be reliable, but District takes no responsibility for the accuracy thereof.

APPENDIX G

VENTURA COUNTY INVESTMENT POLICY AND INVESTMENT REPORT

APPENDIX H
SPECIMEN MUNICIPAL BOND INSURANCE POLICY

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Natalia Torres

Date of Meeting: February 15, 2023

Agenda Section: Section D: Action Items

Approval of a Variable Term Service Waiver in Physical Education for Noemi Ayala for the 2022-23 School Year (Torres/Carroll)

The District is recommending that the Board of Trustees approve this action item for a Variable Term Service Waiver in Physical Education for Noemi Ayala to serve as a Physical Education Teacher at Lopez Academy for the 2022-23 school year, until the employee completes a credential program and passes CSETs.

FISCAL IMPACT:

Informational only.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Human Resources and the Director of Certificated Human Resources that the Board of Trustees approve the Variable Term Service Waiver in Physical Education, as detailed above.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: February 15, 2023

Agenda Section: Section D: Action Items

Consideration of Votes for 2023 CSBA Delegate Assembly Vacancy (Aguilera-Fort)

An opportunity is presented for the Board of Trustees to consider whether it wishes to vote for candidates to fill vacancies in the CSBA's Delegate Assembly, Subregion 11-B. All ballots must be postmarked no later than Wednesday, March 15, 2023.

There is currently one (1) vacancy in Subregion 11-B. The Board may vote for up to the number of vacancies in the subregion (1); however, the Board may cast no more than one vote for any one candidate. The candidate listed is Rebecca "Beckie" Cramer (Pleasant Valley SD). The ballot also contains a provision for write-in candidates.

All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2023 through March 31, 2025.

FISCAL IMPACT:

There may be costs incurred by the Delegates to attend meetings; costs would be incurred through the General Fund, Board of Trustees' budget.

RECOMMENDATION:

It is recommended that the Board of Trustees consider whether it wishes to vote for representatives to fill vacancies in the CSBA's Delegate Assembly, Subregion 11-B (Ventura).

ADDITIONAL MATERIALS:

Attached: [Delegate Assembly Nomination Ballot 2023 \(7 pages\)](#)

FEB 01 2023

FEB 1 PM 2:40

SUPERINTENDENTS
OFFICE



California School Boards Association

REQUIRES BOARD ACTION

Due: Weds. March 15—return ballot in enclosed envelope

January 31, 2023

MEMORANDUM

To: All Board Presidents and Superintendents — CSBA Member Boards
From: Susan Markarian, CSBA President
Re: 2023 Ballot for CSBA Delegate Assembly — **U.S. Postmark Deadline is Weds. March 15**

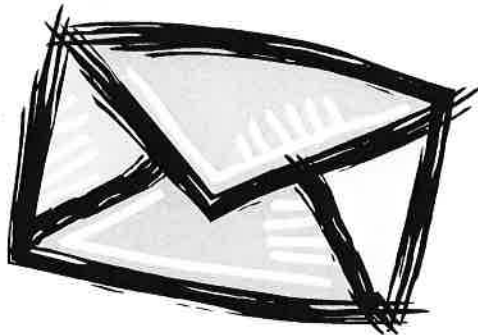
Enclosed is the ballot material for election to CSBA’s Delegate Assembly from your region or subregion. It consists of: 1) the ballot (on red paper) listing the candidates, the reverse side of which contains the names of ALL current members of the Delegate Assembly from your region or subregion; and 2) the required candidate biographical sketch form and, if submitted, a resume. In addition, provided is a copy of the ballot on white paper to include with your board agenda. **Only the ballot on red paper is to be completed and returned to CSBA. It must be postmarked by the U.S. Post Office on or before Wednesday, March 15, 2023.**

Your Board may vote for up to the number of seats to be filled in the region or subregion as indicated on the ballot. For example, if there are three seats up for election, the Board may vote for up to three candidates. However, your Board may cast no more than one vote for any one candidate. The ballot also contains a provision for write-in candidates; their name and district must be clearly printed in the space provided.

The ballot must be signed by the Superintendent or Board Clerk and returned in the enclosed envelope; if the envelope is misplaced, you may use your district’s stationery. Please write **DELEGATE ELECTION** prominently on the envelope along with the region or subregion number on the bottom left corner of the envelope (this number appears at the top of the ballot). If there is a tie vote, a run-off election will be held. Results will be published by May 11, 2023.

All re-elected and newly elected Delegates will serve two-year terms beginning April 1, 2023 – March 31, 2025. The next meeting of the Delegate Assembly takes place on Saturday, May 20 and Sunday, May 21, 2023. Please do not hesitate to contact the Executive Office at nominations@csba.org should you have any questions.

Encs: Ballot on red paper and watermarked “copy” of ballot on white paper
List of all current Delegates on reverse side of ballot
Candidate(s)’ required Biographical Sketch Forms and optional resumes
CSBA-addressed envelope to send back ballots



**BALLOTS SHOULD BE RETURNED IN THE
ENCLOSED ENVELOPE; HOWEVER, SHOULD
THE ENVELOPE BECOME MISPLACED; PLEASE
USE YOUR STATIONERY AND RETURN TO:**

**CSBA
DELEGATE ASSEMBLY ELECTIONS
3251 BEACON BLVD.
WEST SACRAMENTO, CA 95691**

**ON THE BOTTOM LEFT CORNER OF THE
ENVELOPE, WRITE THE REGION OR
SUBREGION NUMBER (THIS NUMBER APPEARS
ON THE BALLOT AT THE TOP).**

REQUIRES BOARD ACTION

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office no later than **WEDNESDAY, MARCH 15, 2023**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box. *A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.*

OFFICIAL 2023 DELEGATE ASSEMBLY BALLOT
SUBREGION 11-B
(Ventura County)

Number of seats: 1 (Vote for no more than 1 candidate)

Delegates will serve two-year terms beginning April 1, 2023 - March 31, 2025

**denotes incumbent*

Rebecca "Beckie" Cramer (Pleasant Valley SD)

Provision for Write-in Candidate Name

School District

Signature of Superintendent or Board Clerk

Title

School District Name

Date of Board Action

See reverse side for list of all current Delegates in your Region.

REGION 11 – 9 Delegates (9 elected)

Director: Sabrena Rodriguez (Ventura USD)

Below is a list of all elected or appointed Delegates from this Region.

Subregion 11-A (Santa Barbara)

Wendy Sims-Moten (Santa Barbara USD), term expires 2023

Peter Wright (College ESD), term expires 2024

Vacant, term expires 2023

Subregion 11-B (Ventura)

Darlene Bruno (Hueneme SD), term expires 2024

Lauren Gill (Conejo Valley USD), term expires 2024

Shelly Griffen (Ojai USD), term expires 2024

Daniel Sandoval (Santa Paula USD), term expires 2024

Vacant, term expires 2023

County Delegate:

Rachel Ulrich (Ventura COE), term expires 2023

Counties

Santa Barbara (Subregion A)

Ventura (Subregion B)

REQUIRES BOARD ACTION

This complete, **ORIGINAL** Ballot must be **SIGNED** by the Superintendent or Board Clerk and returned in the enclosed envelope postmarked by the post office no later than **WEDNESDAY, MARCH 15, 2023**. Only ONE Ballot per Board. Be sure to mark your vote "X" in the box. *A PARTIAL, UNSIGNED, PHOTOCOPIED, OR LATE BALLOT WILL NOT BE VALID.*

OFFICIAL 2023 DELEGATE ASSEMBLY BALLOT
SUBREGION 11-B
(Ventura County)

Number of seats: 1 (Vote for no more than 1 candidate)

Delegates will serve two-year terms beginning April 1, 2023 - March 31, 2025

**denotes incumbent*

Rebecca "Beckie" Cramer (Pleasant Valley SD)

Provision for Write-in Candidate Name

School District

Signature of Superintendent or Board Clerk

Title

School District Name

Date of Board Action

See reverse side for list of all current Delegates in your Region.

REGION 11 – 9 Delegates (9 elected)

Director: Sabrena Rodriguez (Ventura USD)

Below is a list of all elected or appointed Delegates from this Region.

Subregion 11-A (Santa Barbara)

Wendy Sims-Moten (Santa Barbara USD), term expires 2023

Peter Wright (College ESD), term expires 2024

Vacant, term expires 2023

Subregion 11-B (Ventura)

Darlene Bruno (Hueneme SD), term expires 2024

Lauren Gill (Conejo Valley USD), term expires 2024

Shelly Griffen (Ojai USD), term expires 2024

Daniel Sandoval (Santa Paula USD), term expires 2024

Vacant, term expires 2023

County Delegate:

Rachel Ulrich (Ventura COE), term expires 2023

Counties

Santa Barbara (Subregion A)

Ventura (Subregion B)

Delegate Assembly Biographical Sketch Form for 2023 Election



Deadline: Saturday, January 7, 2023 | No late submissions accepted

This form is required. An optional, one-page, single-sided, résumé may also be submitted. Do not state "see résumé." Do not re-type this form. Please submit completed form via e-mail to nominations@csba.org by no later than 11:59 p.m. on January 7, 2023. Forms may also be submitted via mail, to CSBA's Executive Office, at 3251 Beacon Blvd., West Sacramento, CA 95691, with a postmark of no later than January 7, 2023. It is the candidate's responsibility to confirm that CSBA has received nomination materials prior to the deadline.

Your signature indicates your consent to have your name placed on the ballot and to serve as a Delegate, if elected.

Signature: Rebecca Cramer Date: 1-22-2023

Name: <u>Rebecca "Beckie" Cramer</u>	CSBA Region & subregion #: <u>11</u>
District or COE: <u>Pleasant Valley School District Board of Education</u>	Years on board: <u>4</u>
Profession: <u>Communications</u> Contact Number (<input checked="" type="checkbox"/> Cell <input type="checkbox"/> Home <input type="checkbox"/> Bus.): <u>805-427-6041</u>	
Primary E-mail: <u>RCramer@PleasantValleySD.org</u>	
Are you an incumbent Delegate? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, year you became Delegate: _____	

Why are you interested in becoming a Delegate? Please describe the skills and experiences you would bring to the Delegate Assembly.

I am interested in serving as a Delegate because CSBA is the organization my governing board relies on for policy guidance, legislative advocacy, and board trustee professional development. I have relied on CSBA materials and training for conducting most board business including agenda setting and meetings, superintendent evaluations, and policy adoptions.

I hold an MA in strategic communication and my thesis research was on school choice and the marketization of K-12 education. I am currently a parent in the district I serve, and I enjoy bringing that perspective to a diverse governance team that serves with a unified purpose.

Please describe your activities and involvement on your local board, community, and/or CSBA.

Prior to being elected to the board I served as a site PTA leader, chaired our local school facility bond campaign committee, and participated in the district LCAP, SSC, and other parent advisories. Since my election to the board in 2018 I served as board clerk for one year followed by board president for three years. During that time our governing team successfully navigated the pandemic response, hired a new superintendent, appointed a replacement for a longtime board trustee, and transitioned to by-trustee voting areas.

I have served on all four standing board subcommittees, attended CSBA's AEC every year, and have participated in CSBA's Legislative Advocacy Week. I presented at the CSBA AEC in 2020 ("Re-Imagining School Marketing in a Post-COVID Era"), and collaborated with CSBA for an article in the Summer 2021 issue of California Schools ("School Choice is Here to Stay: Marketing Schools in a Competitive Environment").

What do you see as the biggest challenge facing governing boards and how can CSBA help address it?

I believe the biggest challenges for governing boards in the coming years will be enrollment and state funding stability.

- On enrollment challenges, CSBA can provide guidance to board members on navigating declining enrollment, responding to competition from charter schools and other educational options, evaluating excess facilities issues, and communicating with local community stakeholders and collective bargaining organizations.

- On funding, CSBA continues to be the primary advocate between district boards and the state legislature. This includes approaches to LCFF, concentration funding and grants, and PERS and STRS contributions. As state revenues face a decline and one-time pandemic funding comes to an end, it will be imperative to keep evaluating what gets prioritized in the state budget and advocating on behalf of our public school districts.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: February 15, 2023

Agenda Section: Section E: Approval of Minutes

Approval of Minutes (Aguilera-Fort)

It is the recommendation of the Superintendent that the Board of Trustees approve the minutes of Board meetings, as presented:

- December 14, 2022 Regular Meeting
- January 18, 2023 Regular Meeting

FISCAL IMPACT:

N/A

RECOMMENDATION:

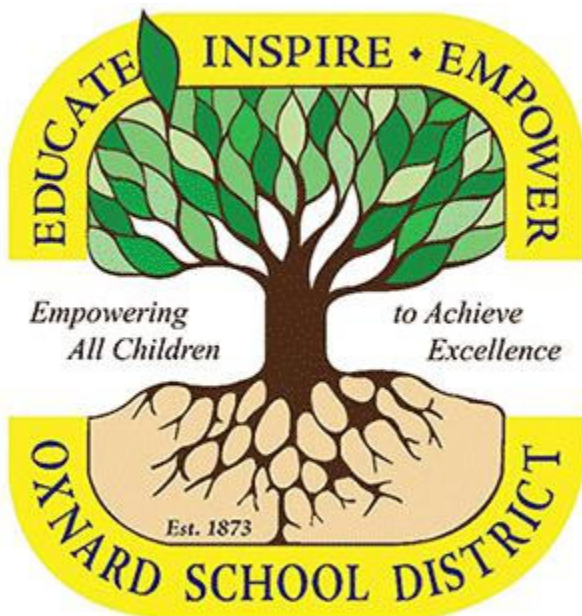
It is the recommendation of the Superintendent that the Board approve the minutes of Board meetings, as presented.

ADDITIONAL MATERIALS:

- Attached:** [Minutes December 14 2022 Regular Board Meeting \(18 pages\)](#)
[Minutes January 18 2023 Regular Board Meeting \(12 pages\)](#)

OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/385-1501



BOARD OF TRUSTEES

Mrs. Veronica Robles-Solis, President
Ms. Jarely Lopez, Clerk, Clerk
Ms. Monica Madrigal Lopez, Member
Ms. Debra M. Cordes, Member
Ms. MaryAnn Rodriguez, Member

ADMINISTRATION

Karling Aguilera-Fort, Ed.D.
District Superintendent
Dr. Anabolena DeGenna
Associate Superintendent,
Educational Services
Ms. Valerie Mitchell, MPPA
Interim Assistant Superintendent,
Business & Fiscal Services

MINUTES

REGULAR BOARD MEETING Wednesday, December 14, 2022

5:00 PM - Open Meeting
Closed Session to Follow

7:00 PM - Return to Regular Board Meeting

Trustee Jarely Lopez attending virtually from 401 B Street, Suite 2010, San Diego, CA 92101

***NOTE:** In accordance with requirements of the Americans with Disabilities Act and related federal regulations, individuals who require special accommodation, including but not limited to an American Sign Language interpreter, accessible seating or documentation in accessible formats, should contact the Superintendent's office at least two days before the meeting date.

Persons wishing to address the Board of Trustees on any agenda item may do so by completing a Speaker Request Form and submitting the form to the Assistant Superintendent of Human Resources. The speaker should indicate on the card whether they wish to speak during Public Comment or when a specific agenda item is considered.

Watch the meeting live: osdtv.oxnardsd.org

Broadcasted by Charter Spectrum, Channel 20 &
Frontier Communications, Channel 37

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

Section A: PRELIMINARY

A.1. Call to Order and Roll Call (5:00 PM)

President Robles-Solis called the meeting to order at 5:02 p.m.

Present: Trustees Debra Cordes, MaryAnn Rodriguez, Jarely Lopez, and Veronica Robles-Solis. Newly elected Trustee Rose Gonzales joined the meeting before Adoption of Agenda. Also in attendance were Superintendent Karling Aguilera-Fort, Associate Superintendent Anabolena DeGenna, Assistant Superintendent Natalia Torres, Interim Assistant Superintendent Valerie Mitchell, and Executive Assistant Lydia Lugo Dominguez.

A.2. Pledge of Allegiance to the Flag

Vanessa Rosas, 4th grade student in Ms. Pilgram's class at Sierra Linda School, led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

Camila Lara, 5th grade student in Ms. Bakody's class at Sierra Linda School, read the district's Vision and Mission Statement in English. Mario Mosqueda, 5th grade student in Ms. Bakody's class at Sierra Linda School, read the district's Vision and Mission Statement in Spanish.

A.4. Presentation by Sierra Linda School

Mr. Jorge Mares, Principal, provided a presentation about Sierra Linda School.

A.5. Recognition of Outgoing Trustee (Aguilera-Fort)

Superintendent Aguilera-Fort and the Board of Trustees recognized Trustee Debra M. Cordes as outgoing member of the Board of Trustees. President Robles-Solis read a certificate of commendation on behalf of Mayor John Zaragoza. In addition, the following individuals spoke on behalf of Trustee Cordes:

- Armando Gonzalez - representative for Congresswoman Julia Brownley
- Viviana Morales and Lupe Lopez - representatives for Senator Monique Limon
- Supervisor Vianey Lopez
- Superintendent of Schools Dr. Cesar Morales spoke via video
- Ernest Morrison, OSD Personnel Commissioner and former Board member
- Andres Herrera, former City Councilmember
- Carol Flores-Beck, former Principal
- Rodney Medina, brother
- Mark Cordes, son
- Cuahuhtemoc Solorio, Kiwanis of Oxnard
- Rick Castaniero, Fuerza Latina Health Association
- Javier Gomez, Inlakech Cultural Center
- Dorina Padilla, former City of Oxnard Councilwoman and President of Ocotlan Sister Cities Committee

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

A.6. Recess (15 Minutes)

There was a brief recess at 6:10 p.m. for purposes of reorganization.

A.7. Oath of Office (Aguilera-Fort)

General Counsel Nitasha Sawhney administered the Oath of Office to Rose Gonzales, newly elected Trustee, and to re-elected Trustees Veronica Robles-Solis and Jarely Lopez.

A.8. Adoption of Agenda (Superintendent)

The agenda was adopted with the following amendment:

- Item C.24 Ratification of Agreement #22-186 – 3E Consulting Group (DeGenna/Duran) needs to be PULLED from the agenda.

Motion #22-79 Adoption of Agenda as Amended

Mover: MaryAnn Rodriguez

Seconder: Rose Gonzales

Moved To: Adopt as Amended

Ayes: 4 – MaryAnn Rodriguez, Jarely Lopez, Veronica Robles-Solis, Rose Gonzales

Absent: 1 – Monica Madrigal Lopez

Motion Result: Passed

A.9. Organization of the Board (Aguilera-Fort)

The Board recognized Trustee Veronica Robles-Solis as outgoing President of the Board of Trustees for 2021-2022.

For 2022-2023, Trustee Veronica Robles-Solis was re-elected President and Trustee Jarely Lopez was re-elected Clerk.

Motion #22-80 Appointment of Veronica Robles-Solis as Board President for 2022-2023

Mover: Veronica Robles-Solis

Seconder: MaryAnn Rodriguez

Moved To: Appoint

Ayes: 4 – MaryAnn Rodriguez, Jarely Lopez, Veronica Robles-Solis, Rose Gonzales

Absent: 1 – Monica Madrigal Lopez

Motion Result: Passed

Motion #22-81 Appointment of Jarely Lopez as Board Clerk for 2022-2023

Mover: Veronica Robles-Solis

Seconder: Jarely Lopez

Moved To: Appoint

Ayes: 4 – MaryAnn Rodriguez, Jarely Lopez, Veronica Robles-Solis, Rose Gonzales

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

Absent: 1 – Monica Madrigal Lopez

Motion Result: Passed

A.10. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

There were no comments.

A.11. Closed Session

The Board convened to closed session at 6:39 p.m. to consider the following items:

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

- OAH Case No. 2022080904
- OAH Case No. 2022100770
- Oxnard School District et al. Central District No. CV-04304-JAK-FFM

- Anticipated Litigation:

- Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case

2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:

Conference with Labor Negotiator:

Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP

Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential

3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:

- Public Employee(s) Discipline/Dismissal/Release

4. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:

- Public Employee(s) Appointment

- Assistant Superintendent, Business & Fiscal Services

A.12. Reconvene to Open Session (7:00 PM)

The Board reconvened to open session at 7:08 p.m.

A.13. Report Out of Closed Session

President Robles-Solis reported that the Board would be returning to closed session at the end of the meeting.

A.14. Schedule of Board Meetings for 2023 (Aguilera-Fort)

The proposed schedule of Board meetings for 2023 was presented for the Board's consideration.

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

Motion #22-82 Approval of Schedule of Board Meetings for 2023 as Presented

Mover: Rose Gonzales

Seconder: MaryAnn Rodriguez

Moved To: Approve

Ayes: 4 - MaryAnn Rodriguez, Jarely Lopez, Veronica Robles-Solis, Rose Gonzales

Absent: 1 - Monica Madrigal Lopez

Motion Result: Passed

A.15. Appointment/Reappointment of Board Representative to the Ventura County Committee on School District Organization (Aguilera-Fort)

The Board selected Trustee Rose Gonzales as its representative to the Ventura County Committee on School District Organization.

Motion #22-83 Appointment of Rose Gonzales as Board Representative to the Ventura County Committee on School District Organization

Mover: MaryAnn Rodriguez

Seconder: Veronica Robles-Solis

Moved To: Appoint

Ayes: 4 - MaryAnn Rodriguez, Jarely Lopez, Veronica Robles-Solis, Rose Gonzales

Absent: 1 - Monica Madrigal Lopez

Motion Result: Passed

A.16. Approval of Annual Appointment/Reappointment of Representatives for the Oxnard School District Health and Welfare Benefits Trust (Mitchell)

The Board re-appointed Monica Madrigal Lopez and Robin S. Lefkovits, the current representatives on the Oxnard School District Employee Health and Welfare Benefits Trust, as the representatives for 2023. The third trustee is by default the Assistant Superintendent of Business and Fiscal Services for Oxnard School District.

Motion #22-84 Reappointment of Monica Madrigal Lopez and Robin S. Lefkovits as 2023 Representatives for the Oxnard School District Health and Welfare Benefits Trust

Mover: Rose Gonzales

Seconder: MaryAnn Rodriguez

Moved To: Reappoint

Ayes: 4 - MaryAnn Rodriguez, Jarely Lopez, Veronica Robles-Solis, Rose Gonzales

Absent: 1 - Monica Madrigal Lopez

Motion Result: Passed

Section B: PUBLIC COMMENT/HEARINGS

B.1. Public Comment (3 minutes per speaker) / Comentarios del Público (3 minutos por cada ponente)

- Cynthia Salas re: safety on Kamala campus
- Laura Espinoza re: safety on Kamala campus

B.2. Public Hearing - Consideration of Resolution No. 22-13: Resolution Making a Determination to Submit a Waiver Request to the California State Board of Education with Respect to Certain Provisions of the Education Code Relating to the Issuance of General Obligation Bonds and Bonding Capacity, and Approving Related Documents and Actions (Mitchell/CFW)

Ms. Valerie Mitchell, Interim Assistant Superintendent, Business & Fiscal Services, conducted a public hearing relative to the adoption of Resolution No. 22-13: Resolution Making a Determination to Submit a Waiver Request to the California State Board of Education with Respect to Certain Provisions of the Education Code Relating to the Issuance of General Obligation Bonds and Bonding Capacity, and Approving Related Documents and Actions. Mr. Emilio Flores with Caldwell Flores Winters provided background on the bond debt waiver. The item is on the Action portion of the agenda for the Board's consideration.

Section C: CONSENT AGENDA

The consent agenda as approved as amended.

Motion #22-85 Approval of Consent Agenda as Presented

Mover: MaryAnn Rodriguez

Secunder: Rose Gonzales

Moved To: Approve as Amended

Ayes: 4 - MaryAnn Rodriguez, Jarely Lopez, Veronica Robles-Solis, Rose Gonzales

Absent: 1 - Monica Madrigal Lopez

Motion Result: Passed

C.1. Annual Williams Settlement Report 2021-2022 (DeGenna/Thomas)

As presented.

C.2. Certification of Signatures (Mitchell)

As presented.

C.3. Enrollment Report (Mitchell)

As presented.

C.4. Annual and Five-Year Developer Fee Report (Mitchell/Crandall Plasencia)

As presented.

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

- C.5. Approval of Committed Fund Balance Resolution #22-12 (Mitchell/Crandall Plasencia)**
As presented.
- C.6. Purchase Order/Draft Payment Report #22-04 (Mitchell /Franz)**
As presented.
- C.7. Establishment/Abolishment of Positions (Torres/Torres)**
As presented.

Section C: APPROVAL OF AGREEMENTS

- C.9. Approval of Amendment #1 to Agreement #22-22 – Art Trek Inc. (DeGenna/Shea)**
To add 20 staffed positions to provide enrichment programs during Oxnard School District’s Expanded Learning Programs, December 15, 2022 to June 30, 2023, in the amount of \$1,968,200.00, to be paid out of Expanded Learning Opportunity Program Funds.
- C.10. Approval of Agreement #22-165 – Hip Hop Mindset (Aguilera-Fort/Shea)**
To provide Social Media management, content creation, and posting services for the Oxnard School District Instagram and Facebook accounts for all 21 school sites in the district, December 15, 2022 through June 30, 2023, in the amount not to exceed \$60,000.00, to be paid out of Supplemental Concentration Funds.
- C.11. Approval of Agreement #22-180 – Drumtime (DeGenna/Shea)**
To provide social emotional and enrichment activities through the exploration of rhythm and beats with students as part of the Expanded Learning Opportunity Program (ELOP), December 15, 2022 through June 30, 2023, in the amount of \$25,000.00, to be paid out of ELOP Funds.
- C.12. Approval of Agreement #22-182 – SELandBeyond (DeGenna/Shea)**
To provide professional development sessions on January 6, 2023, for teachers and staff to support the Oxnard School District Expanded Learning Opportunity Program (ELOP), in the amount not to exceed \$16,298.50, to be paid out of Expanded Learning Opportunity Program Funds.
- C.13. Approval of Agreement/MOU #22-184 – Kingsmen Shakespeare Company (DeGenna/Shea)**
To provide educational workshops/school assemblies that will allow students to learn and experience Shakespeare, December 15, 2022 through June 30, 2023, in the amount not to exceed \$48,000.00, to be paid out of Expanded Learning Opportunity Program Funds.

C.14. Approval of Agreement #22-185 – Latino Film Institute/Youth Cinema Project (DeGenna/Shea)

To provide a second workshop for Chavez School students focused as a club for current and former YCP students during the after school program, January 1, 2023 through June 30, 2023, in the amount not to exceed \$40,183.70, to be paid out of Expanded Learning Opportunity Program Funds.

C.15. Approval of Agreement #22-190, Next Gen Community Consulting (DeGenna/Halko)

To provide an informational evening presentation on vaping prevention and awareness for Soria School students, families, and parents along with youth advocacy training, January 19, 2023, in the amount not to exceed \$1,250.00, to be paid out of Supplemental Concentration Funds.

C.16. Approval of Agreement #22-193, Johnson Controls Fire Protection (Mitchell/Miller)

To install a fire alarm panel to replace a now obsolete panel at the Robert J. Frank Academy of Marine Science and Engineering, in the amount not to exceed \$47,500.00, to be paid out of Routine Restricted Maintenance Funds.

C.17. Approval of Agreement/MOU #22-195 – School Yard Rap (DeGenna/Shea)

To provide live performances at all schools in the Oxnard School District that are comprised of hip-hop music and visuals that provide information on social-emotional health, mental health, and experiences that uplift and celebrate diversity, January 1, 2023 through June 30, 2023, in the amount not to exceed \$130,000.00, to be paid out of Title 1 Funds.

C.18. Approval of Agreement #22-196 – Dance Masters Ballroom (DeGenna/Shea)

To provide enrichment instruction in Latin dance styles to students at eight school sites in the Oxnard School District, curriculum will align with the California Visual and Performing Arts Framework for Dance, January 24, 2023 through June 30, 2023, in the amount not to exceed \$325,000.00, to be paid out of Expanded Learning Opportunity Program Funds.

Section C: RATIFICATION OF AGREEMENTS

C.19. Ratification of Amendment #1 to Agreement #22-124 – Every Special Child, LLC (DeGenna/Jefferson)

To increase the allocation for additional supplemental staffing for the Special Education Department during the 2022-2023 fiscal year, on an “as needed” basis based on unfilled direct hire positions, in the amount not to exceed \$420,000.00, to be paid out of Special Education Funds.

C.20. Ratification of Amendment #1 to Agreement #21-141 with Construction Testing & Engineering, Inc. to Provide Additional Inspection and Testing Services as Lab of Record Services for the Rose Avenue School Reconstruction Project (Mitchell/Miller/CFW)

For additional Inspection and Testing Services as Lab of Record for the Rose Avenue School Reconstruction Project, in the amount of \$130,037.13, to be paid under Board approved Agreement #21-141 from Master Construct and Implementation Funds allocated from the project budget as approved by the Board in the June 2022 six-month update.

C.21. Ratification of Agreement #22-178 – Art Trek Inc. (DeGenna/Anguiano)

To provide on-site/in person Art Trek Site Instructors for art lessons in grades K-8th at Chavez School, October 24, 2022 through May 22, 2023, in the amount not to exceed \$26,600.00, to be paid out of Title 1 Funds.

C.22. Ratification of Agreement #22-179 – Building Block Entertainment Inc. (DeGenna/Halko)

To provide two performances of “Bye Bye Bully” on Friday, December 9, 2022 for Soria students, in the amount of \$995.00, to be paid out of Supplemental Concentration Funds.

C.23. Ratification of Agreement #22-181 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)

To provide exceptional services that consist of support from Special Circumstances Paraeducators (SCP’s) to special education students MA102113 and JV120313 for the 2022-2023 school year, including Extended School Year, in the amount of \$20,728.45, to be paid out of Special Education Funds.

C.24. Ratification of Agreement #22-186 – 3E Consulting Group (DeGenna/Duran)

Item was pulled from agenda.

C.25. Ratification of Agreement #22-187 - Ventura County Office of Education, Special Circumstances Paraeducator Services - SCP (DeGenna/Jefferson)

To provide exceptional services that consist of support from Special Circumstances Paraeducators (SCP’s) to special education students JB080313, EG061410, JV030409, JV120313, JM111710 and MA102113 for the 2022-2023 school year, including Extended School Year, in the amount of \$215,532.96, to be paid out of Special Education Funds.

C.26. Ratification of Agreement #22-189 – Salus Campus Solutions (DeGenna/Nocero)

To provide professional development training to Oxnard School District Campus Assistants specific to Kamala School site’s Comprehensive Safety Plan, October 13, 2022 through June 30, 2023, in the amount not to exceed \$20,000.00, to be paid out of Supplemental Concentration Funds.

C.27. Ratification of Agreement #22-191 – California Collaborative for Educational Excellence (DeGenna/Ruvalcaba)

To provide two facilitators who will work in close collaboration with Community Engagement Initiative (CEI) Lead Agency Facilitators to develop a meeting calendar, attend all meetings, plan professional development activities for Cohort II districts, host and facilitate meetings virtually or in person to improve community engaging efforts in participating districts, and complete meeting surveys and reflection documents as requested, July 1, 2022 through June 30, 2023, in the amount not to exceed \$60,000.00, funding to be provided to the Oxnard School District from the California Collaborative for Educational Excellence.

C.28. Ratification of Agreement #22-192 – California Collaborative for Educational Excellence (DeGenna/Ruvalcaba)

To organize a team to participate in Peer Leading and Learning (PLLN) meetings, July 1, 2022 through June 30, 2023, in the amount not to exceed \$50,000.00, funding to be provided to the Oxnard School District from the California Collaborative for Educational Excellence.

C.29. Ratification of Agreement #22-194– Flewelling & Moody, Inc. (Mitchell/Miller)

To provide architectural, planning and engineering services to the Facilities Department for future maintenance projects, July 1, 2022 through June 30, 2023, in the amount not to exceed \$100,000.00, to be paid out of the General Fund.

C.30. Ratification of Agreement/MOU #22-197-Ventura County Office of Education for Middle School Wellness Centers Expansion (DeGenna/Nocero)

To provide additional funding to furnish wellness centers with furniture, audio-visual equipment, computer, food and snacks and all program supplies, August 1, 2022- June 30, 2023, VCOE will provide funding to Oxnard School District in an amount up to \$150,000.00.

Section D: ACTION ITEMS

D.1. Consideration of Request for Waiver of the Bond Capacity Limitation and Adoption of Resolution No. 22-13 Authorizing Submission of a General Waiver Request to the State Board of Education (Mitchell/CFW)

Ms. Valerie Mitchell, Interim Assistant Superintendent, Business & Fiscal Services, in consultation with Caldwell Flores Winters, requested the Board's adoption of Resolution No. 22-13 Authorizing Submission of a General Waiver Request to the State Board of Education.

Motion #22-86 Adoption of Resolution No. 22-13 Authorizing Submission of a General Waiver

Request to the State Board of Education

Mover: MaryAnn Rodriguez

Secunder: Veronica Robles-Solis

Moved To: Adopt

Ayes: 4 - MaryAnn Rodriguez, Jarely Lopez, Veronica Robles-Solis, Rose Gonzales

Absent: 1 - Monica Madrigal Lopez

Motion Result: Passed

D.2. Annual Appointment/Re-Appointment of Measure D Citizens' Bond Oversight Committee (Mitchell)

Ms. Valerie Mitchell, Interim Assistant Superintendent, Business & Fiscal Services, requested the Board's re-appointment of the existing members of the Measure D Citizens' Oversight Committee and the appointment of Mr. Gaylaird Christopher as a new member of the Committee.

Motion #22-87 Appointment of Mr. Gaylaird Christopher as New Member of Measure D Citizens' Oversight Committee

Mover: Rose Gonzales

Second: Veronica Robles-Solis

Moved To: Appoint

Ayes: 4 - MaryAnn Rodriguez, Jarely Lopez, Veronica Robles-Solis, Rose Gonzales

Absent: 1 - Monica Madrigal Lopez

Motion Result: Passed

Motion #22-88 Re-appointment of Existing Members of Measure D Citizens' Oversight Committee

Mover: Rose Gonzales

Second: MaryAnn Rodriguez

Moved To: Appoint

Ayes: 4 - MaryAnn Rodriguez, Jarely Lopez, Veronica Robles-Solis, Rose Gonzales

Absent: 1 - Monica Madrigal Lopez

Motion Result: Passed

D.3. Oxnard School District 2022-2023 First Interim Financial Report (Period Ending October 31, 2022) (Mitchell/Crandall Plasencia)

Ms. Valerie Mitchell, Interim Assistant Superintendent, Business & Fiscal Services, and Ms. Mary Crandall Plasencia, Director of Finance, presented the 2022-2023 First Interim Financial Report for the Board's approval.

Motion #22-89 Approval of Oxnard School District 2022-2023 First Interim Financial Report (Period Ending October 31, 2022)

Mover: MaryAnn Rodriguez

Second: Rose Gonzales

Moved To: Approve

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

Ayes: 4 - MaryAnn Rodriguez, Jarely Lopez, Veronica Robles-Solis, Rose Gonzales

Absent: 1 - Monica Madrigal Lopez

Motion Result: Passed

D.4. Approval of New Job Description: Special Education Teacher on Special Assignment (TOSA) (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, presented the new job description for Special Education Teacher on Special Assignment (TOSA) for the Board's approval.

Motion #22-90 Approval of New Job Description: Special Education Teacher on Special Assignment (TOSA)

Mover: Rose Gonzales

Seconder: MaryAnn Rodriguez

Moved To: Approve

Ayes: 4 - MaryAnn Rodriguez, Jarely Lopez, Veronica Robles-Solis, Rose Gonzales

Absent: 1 - Monica Madrigal Lopez

Motion Result: Passed

Section F: BOARD POLICIES

F.1. First Reading - Nondiscrimination in Employment BP 4030 (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, presented the revisions to Nondiscrimination in Employment BP 4030 for First Reading. The revised policy will be presented for Second Reading and Adoption at the January 2023 Board meeting.

F.2. First Reading - Revisions to Employee Notifications Exhibits 4112.9, 4212.9, 4312.9-E(1) (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, presented the revisions to Revisions to Employee Notifications Exhibits 4112.9, 4212.9, 4312.9-E(1) for First Reading. The revised policies will be presented for Second Reading and Adoption at the January 2023 Board meeting.

F.3. First Reading - Revisions to Civil and Legal Rights BP 4119.1, 4219.1, 4319.1 (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, presented the revisions to Civil and Legal Rights BP 4119.1, 4219.1, 4319.1 for First Reading. The revised policies will be presented for Second Reading and Adoption at the January 2023 Board meeting.

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

F.4. First Reading - Revisions to Bargaining Units BP 4140/4240/4340 (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, presented the revisions to Bargaining Units BP 4140/4240/4340 for First Reading. The revised policies will be presented for Second Reading and Adoption at the January 2023 Board meeting.

F.5. First Reading - Revisions to Probationary/Permanent Status BP 4216 (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, presented the revisions to Probationary/Permanent Status BP 4216 for First Reading. The revised policy will be presented for Second Reading and Adoption at the January 2023 Board meeting.

F.6. Second Reading and Adoption - Revisions to Williams Uniform Complaint Procedures AR and Exhibits 1312.4 (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, presented the revisions to Williams Uniform Complaint Procedures AR and Exhibits 1312.4 for Second Reading and Adoption.

Motion #22-91 Adoption of Revisions to Williams Uniform Complaint Procedures AR and Exhibits 1312.4

Mover: MaryAnn Rodriguez

Seconder: Veronica Robles-Solis

Moved To: Adopt

Ayes: 4 - MaryAnn Rodriguez, Jarely Lopez, Veronica Robles-Solis, Rose Gonzales

Absent: 1 - Monica Madrigal Lopez

Motion Result: Passed

F.7. Second Reading & Adoption - Revisions to BP & AR 4119.11: Title IX Sexual Harassment (Aguilera-Fort)

Dr. Karling Aguilera-Fort, Superintendent, presented the revisions to BP & AR 4119.11: Title IX Sexual Harassment for Second Reading and Adoption.

Motion #22-92 Adoption of Revisions to BP & AR 4119.11: Title IX Sexual Harassment

Mover: MaryAnn Rodriguez

Seconder: Rose Gonzales

Moved To: Adopt

Ayes: 4 - MaryAnn Rodriguez, Jarely Lopez, Veronica Robles-Solis, Rose Gonzales

Absent: 1 - Monica Madrigal Lopez

Motion Result: Passed

F.8. Second Reading & Adoption - New AR & E 4119.12: Title IX Sexual Harassment Complaint Procedures (Aguilera-Fort)

Dr. Karling Aguilera-Fort, Superintendent, presented the new AR & E 4119.12: Title IX Sexual Harassment Complaint Procedures for Second Reading and Adoption.

Motion #22-93 Adoption of New AR & E 4119.12: Title IX Sexual Harassment

Complaint Procedures

Mover: Rose Gonzales

Seconder: MaryAnn Rodriguez

Moved To: Adopt

Ayes: 4 - MaryAnn Rodriguez, Jarely Lopez, Veronica Robles-Solis, Rose Gonzales

Absent: 1 - Monica Madrigal Lopez

Motion Result: Passed

F.9. Second Reading & Adoption - Revisions to BP & AR 4219.11: Title IX Sexual Harassment (Aguilera-Fort)

Dr. Karling Aguilera-Fort, Superintendent, presented the revisions to BP & AR 4219.11: Title IX Sexual Harassment for Second Reading and Adoption.

Motion #22-94 Adoption of Revisions to BP & AR 4219.11: Title IX Sexual Harassment

Mover: Rose Gonzales

Seconder: MaryAnn Rodriguez

Moved To: Adopt

Ayes: 4 - MaryAnn Rodriguez, Jarely Lopez, Veronica Robles-Solis, Rose Gonzales

Absent: 1 - Monica Madrigal Lopez

Motion Result: Passed

F.10. Second Reading & Adoption - New AR & E 4219.12: Title IX Sexual Harassment Complaint Procedures (Aguilera-Fort)

Dr. Karling Aguilera-Fort, Superintendent, presented the new AR & E 4219.12: Title IX Sexual Harassment Complaint Procedures for Second Reading and Adoption.

Motion #22-95 Adoption of New AR & E 4219.12: Title IX Sexual Harassment Complaint Procedures

Mover: MaryAnn Rodriguez

Seconder: Veronica Robles-Solis

Moved To: Adopt

Ayes: 4 - MaryAnn Rodriguez, Jarely Lopez, Veronica Robles-Solis, Rose Gonzales

Absent: 1 - Monica Madrigal Lopez

Motion Result: Passed

F.11. Second Reading & Adoption - Revisions to BP & AR 4319.11: Title IX Sexual Harassment (Aguilera-Fort)

Dr. Karling Aguilera-Fort, Superintendent, presented the revisions to BP & AR 4319.11: Title IX Sexual Harassment for Second Reading and Adoption.

Motion #22-96 Adoption of Revisions to BP & AR 4319.11: Title IX Sexual Harassment

Mover: Rose Gonzales

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

Seconder: MaryAnn Rodriguez

Moved To: Adopt

Ayes: 4 - MaryAnn Rodriguez, Jarely Lopez, Veronica Robles-Solis, Rose Gonzales

Absent: 1 - Monica Madrigal Lopez

Motion Result: Passed

F.12. Second Reading & Adoption - New AR & E 4319.12: Title IX Sexual Harassment Complaint Procedures (Aguilera-Fort)

Dr. Karling Aguilera-Fort, Superintendent, presented the new AR & E 4319.12: Title IX Sexual Harassment Complaint Procedures for Second Reading and Adoption.

Motion #22-97 Adoption of New AR & E 4319.12: Title IX Sexual Harassment Complaint Procedures

Mover: Rose Gonzales

Seconder: MaryAnn Rodriguez

Moved To: Adopt

Ayes: 4 - MaryAnn Rodriguez, Jarely Lopez, Veronica Robles-Solis, Rose Gonzales

Absent: 1 - Monica Madrigal Lopez

Motion Result: Passed

F.13. Second Reading & Adoption - Revisions to BP & AR 5145.7: Title IX Sexual Harassment (Aguilera-Fort)

Dr. Karling Aguilera-Fort, Superintendent, presented the revisions to BP & AR 5145.7: Title IX Sexual Harassment for Second Reading and Adoption.

Motion #22-98 Adoption of Revisions to BP & AR 5145.7: Title IX Sexual Harassment

Mover: MaryAnn Rodriguez

Seconder: Rose Gonzales

Moved To: Adopt

Ayes: 4 - MaryAnn Rodriguez, Jarely Lopez, Veronica Robles-Solis, Rose Gonzales

Absent: 1 - Monica Madrigal Lopez

Motion Result: Passed

Section G: CONCLUSION

G.1. Superintendent's Report (3 minutes)

Dr. Aguilera-Fort

- OSD Student Profile
- Superintendent Fellows
- Soria 6th Grade Science Camp
- African American Parent & Community Advisory Kwanzaa Celebration
- Driscoll's Holiday Giveaway to Families
- New OSD Vision & Mission

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

- New OSD Logo
- Thank you to Trustee Debra Cordes

G.2. Trustees' Announcements (3 minutes each speaker)

MaryAnn Rodriguez

- visited the science camp this morning, enjoyed the experience

Rose Gonzales

- thank you to everyone for the warm welcome
very honored to have been elected to the position and for the opportunity to serve
- the community; looks forward to being a partner in supporting students and community

Veronica Robles-Solis

- thank you to Trustee Gonzales for stepping up to campaign
- would like to have a Saturday retreat with the Board/Superintendent
- congratulations to Trustee Lopez on re-election
- thank you to the community for her re-election - thankful for the opportunity to serve the community
- thank you to Solis and Robles families for always being supportive

Jarely Lopez

- thank you to everyone for the celebration for Trustee Cordes
- thank you to Sierra Linda for presenting
- excited for the next couple of years that are going to happen
- thank you to the students on her street for being an inspiration
- thank you to her mother and brother for inspiring
- thank you to everyone else

Closed Session

The Board reconvened to closed session at 8:20 p.m. to consider the following items:

1. Pursuant to Section 54956.9 of Government Code:

Conference with Legal Counsel

- Existing Litigation:

- OAH Case No. 2022080904
- OAH Case No. 2022100770
- Oxnard School District et al. Central District No. CV-04304-JAK-FFM

- Anticipated Litigation:

- Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case

2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:
Conference with Labor Negotiator:
Agency Negotiators: OSD Assistant Superintendent, Human Resources,
and Garcia Hernandez & Sawhney, LLP
Association(s): OEA, CSEA, OSSA; and All Unrepresented
Personnel-Administrators, Classified Management, Confidential
3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - a. Public Employee(s) Discipline/Dismissal/Release
4. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - a. Public Employee(s) Appointment
 - Assistant Superintendent, Business & Fiscal Services

Reconvene to Open Session

The Board reconvened to open session at 9:58 p.m.

Report Out of Closed Session

President Robles-Solis reported on the following actions taken in closed session:

Motion #22-99 Approval of Settlement Agreements - OAH Cases No. 2022080904 & 2022100770

Mover: Jarely Lopez

Seconder: MaryAnn Rodriguez

Moved To: Approve

Ayes: 4 - MaryAnn Rodriguez, Jarely Lopez, Veronica Robles-Solis, Rose Gonzales

Absent: 1 - Monica Madrigal Lopez

Motion Result: Passed

Motion #22-100 Appointment of Valerie Mitchell as Assistant Superintendent, Business & Fiscal Services

Mover: Jarely Lopez

Seconder: Rose Gonzales

Moved To: Adopt

Ayes: 4 - MaryAnn Rodriguez, Jarely Lopez, Veronica Robles-Solis, Rose Gonzales

Absent: 1 - Monica Madrigal Lopez

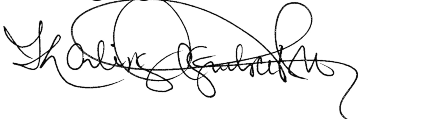
Motion Result: Passed

G.3. ADJOURNMENT

President Robles-Solis adjourned the meeting at 10:00 p.m.

Motion to adjourn
Mover: Rose Gonzales
Seconder: Jarely Lopez
Moved To: Adjourn
Ayes: 4 - MaryAnn Rodriguez, Jarely Lopez, Veronica Robles-Solis, Rose Gonzales
Absent: 1 - Monica Madrigal Lopez
Motion Result: Passed

Karling Aguilera-Fort, Ed.D.



District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this 15th day of February, 2023, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of December 14, 2022, on motion by Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

OXNARD SCHOOL DISTRICT

1051 South "A" Street • Oxnard, California 93030 • 805/385-1501



BOARD OF TRUSTEES

Mrs. Veronica Robles-Solis, President
Ms. Jarely Lopez, Clerk, Clerk
Ms. Rose Gonzales, Member
Ms. MaryAnn Rodriguez, Member
Ms. Monica Madrigal Lopez, Member

ADMINISTRATION

Karling Aguilera-Fort, Ed.D.
District Superintendent
Dr. Anabolena DeGenna
Associate Superintendent,
Educational Services
Ms. Valerie Mitchell, MPPA
Interim Assistant Superintendent,
Business & Fiscal Services
Natalia Torres, Ed.D.
Assistant Superintendent, Human
Resources

MINUTES

REGULAR BOARD MEETING

Wednesday, January 18, 2023

5:00 PM - Open Meeting

Closed Session to Follow

7:00 PM - Return to Regular Board Meeting

***NOTE:** In accordance with requirements of the Americans with Disabilities Act and related federal regulations, individuals who require special accommodation, including but not limited to an American Sign Language interpreter, accessible seating or documentation in accessible formats, should contact the Superintendent's office at least two days before the meeting date.

Persons wishing to address the Board of Trustees on any agenda item may do so by completing a Speaker Request Form and submitting the form to the Assistant Superintendent of Human Resources. The speaker should indicate on the card whether they wish to speak during Public Comment or when a specific agenda item is considered.

Watch the meeting live: osdtv.oxnardsd.org

Broadcasted by Charter Spectrum, Channel 20 &
Frontier Communications, Channel 37

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

January 18, 2023

Section A: PRELIMINARY

A.1. Call to Order and Roll Call (5:00 PM)

President Robles-Solis called the meeting to order at 5:01 p.m.

Present: Trustees Monica Madrigal Lopez, MaryAnn Rodriguez, Rose Gonzales, Jarely Lopez, and Veronica Robles-Solis. Also in attendance were Superintendent Karling Aguilera-Fort, Associate Superintendent Anabolena DeGenna, Assistant Superintendent Natalia Torres, Interim Assistant Superintendent Valerie Mitchell, and Executive Assistant Lydia Lugo Dominguez.

A.2. Pledge of Allegiance to the Flag

Amarpreet Gharu, 7th grade student in Ms. Henry's class at Marshall School, led the audience in the Pledge of Allegiance.

A.3. District's Vision and Mission Statement

Sophie Landberg, 8th grade student in Ms. Sanqui's class at Marshall School, read the district's Vision and Mission statements in English. Olivia Ornelas, 8th grade student in Ms. Culver's class at Marshall School, read the district's Vision and Mission statements in Spanish.

A.4. Presentation by Marshall School

Ms. Chantal Anderson-Witherspoon, Principal, provided a presentation about Marshall School.

A.5. Adoption of Agenda (Superintendent)

The agenda was adopted with the following amendment:

- Item E- Approval of Minutes (Aguilera-Fort) needs to be CORRECTED. The minutes presented for approval are for **November 2, 2022**, not October 19, 2022.

Motion #22-101 Adoption of Agenda as Amended

Mover: MaryAnn Rodriguez

Seconder: Monica Madrigal Lopez

Moved To: Adopt as Amended

Ayes: 5 - MaryAnn Rodriguez, Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, Monica Madrigal Lopez

Motion Result: Passed

A.6. Closed Session – Public Participation/Comment (Limit three minutes per person per topic)

There were no comments.

A.7. Closed Session

The Board convened to closed session at 5:44 p.m. to consider the following items:

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

1. Pursuant to Section 54956.9 of Government Code:
 Conference with Legal Counsel
 - Existing Litigation:
 - OAH Case No. 2022100038
 - OAH Case No. 2022110771
 - OAH Case No. 2022110780
 - Oxnard School District et al. Central District No. CV-04304-JAK-FFM
 - Anticipated Litigation:
 - Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: 1 case

2. Pursuant to Sections 54957.6 and 3549.1 of the Government Code:
 Conference with Labor Negotiator:
 Agency Negotiators: OSD Assistant Superintendent, Human Resources, and Garcia Hernandez & Sawhney, LLP
 Association(s): OEA, CSEA, OSSA; and All Unrepresented Personnel-Administrators, Classified Management, Confidential

3. Pursuant to Section 54957 of the Government Code the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release

A.8. Reconvene to Open Session (7:00 PM)

The Board reconvened to open session at 7:04 p.m.

A.9. Report Out of Closed Session

President Robles-Solis reported on the following actions taken in closed session:

Motion #22-102 Approval of Settlement Agreements - OAH Cases No. 2022100038, 2022110771, and 2022110780

Mover: Jarely Lopez

Secunder: Rose Gonzales

Moved To: Approve

Ayes: 5 - MaryAnn Rodriguez, Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, Monica Madrigal Lopez

Motion Result: Passed

Section B: PUBLIC COMMENT/HEARINGS

B.1. Public Comment (3 minutes per speaker) / Comentarios del Público (3 minutos por cada ponente)

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

- Angela Perez re: TK teacher positions ending June 2023
- Alejandra Pamatz - donated time to Angela Perez

Section C: CONSENT AGENDA

The consent agenda was approved as presented.

Motion #22-103 Approval of Consent Agenda as Presented

Mover: Rose Gonzales

Secunder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - MaryAnn Rodriguez, Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, Monica Madrigal Lopez

Motion Result: Passed

C.1. Request for Amended Approval of Out-of-State Conference Attendance (DeGenna/Jefferson)

For Mr. Steven Kenis, School Psychologist, to attend the 2023 National Association of School Psychologists (NASP) National Conference in Denver, Colorado, from February 7 through February 10, 2023, in the amount not to exceed \$1,500.00 to be paid out of OSSA Funds. This item was previously approved at the October 5, 2022 Board Meeting with Mr. Kenis using his personal funds.

C.2. Request for Approval of Out-of-State Conference Attendance (DeGenna/Jefferson)

For Mr. Jose Carranza, Ms. Alicia Alcantar, and Ms. Ja Ja Perng, School Psychologists, to attend the 2023 National Association of School Psychologists (NASP) National Conference in Denver, CO February 7 through February 10, 2023, in the amount not to exceed \$1,500.00 per person, to be paid out of OSSA Funds.

C.3. Enrollment Report (Mitchell)

As presented.

C.4. Extension for Filing the Fiscal Year 2021/2022 Audited Financial Report (Mitchell/Crandall Plasencia)

As presented.

C.5. Purchase Order/Draft Payment Report #22-05 (Mitchell /Franz)

As presented.

C.6. Establishment and Abolishment of Positions (Torres)

As presented.

C.8. Approval of the 2022-23 Quarterly Report on Williams Uniform Complaints, Second

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

Quarter (Torres)

As presented.

Section C: APPROVAL OF AGREEMENTS

C.9. Approval of Agreement #22-198 – Gopher Sport (DeGenna/Prater)

To provide SPARK PE Professional Development for Oxnard School District Physical Education teachers, January 26, 2023 through June 30, 2023, in the amount not to exceed \$30,000.00, to be paid out of Educator Effectiveness Block Grant Funds.

C.10. Approval of Agreement #22-199 – Dreambox Learning Inc. (DeGenna/Prater)

To provide additional Professional Development webinars for teachers and administrators for Implementation of Dreambox Learning, January 23, 2023 through June 30, 2023, in the amount not to exceed \$15,000.00, to be paid out of Supplemental Concentration Funds.

C.11. Approval of Agreement #22-200 – Mindset Academy by SWEAT III (DeGenna/Rubin)

To provide 10 days of student, parent and teacher development through a series of assemblies and workshops focused on mindset development, student engagement and emotional intelligence, January 19, 2023 through June 30, 2023, in the amount not to exceed \$46,000.00, to be paid out of Supplemental Concentration Funds.

C.12. Approval of the Appointment of Flewelling and Moody as Architect of Record for the Drifill K-8 School Improvement Project, New Transitional Kindergarten Facilities and Approval of Architectural Services Agreement #22-201 with Flewelling and Moody (Mitchell/Miller/CFW)

To appoint Flewelling & Moody as Architect of Record for the Drifill K-8 New Transitional Kindergarten Facilities Project, approve the proposed project design and site layout, and approve Architectural Services Agreement #22-201 with Flewelling & Moody, in the amount of \$387,000.00, to be paid out of Master Construct and Implementation Program Funds.

C.13. Ratification of Agreement #22-202 with Sharette to Provide Building Commissioning Services for the Rose Avenue School Reconstruction Project (Mitchell/Miller/CFW)

For Building Commissioning Services for the Rose Avenue School Reconstruction Project, January 19, 2023 through September 20, 2023, in the amount of \$17,160.00, to be paid from Master Construct and Implementation Funds.

Section C: RATIFICATION OF AGREEMENTS

C.14. Ratification of Amendment #4 to Agreement #17-127, VCOE - Hearing Conservation & Audiology Services 2021-22 (DeGenna/Nocero)

To adjust the cost for providing hearing screening services and specialized hearing screening services during the 2021-22 school year, in the amount not to exceed \$7,220.00, to be paid

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

out of the Unrestricted General Fund.

C.15. Ratification of Amendment #001 to Agreement #21-140 with Kenco Construction Services, Inc., Additional Inspector of Record (IOR) Services for the Rose Avenue School Reconstruction Project (Mitchell/Miller/CFW)

For additional Inspection and Testing Services as Lab of Record for the Rose Avenue School Reconstruction Project, September 1, 2022 - April 30, 2023, in the amount of \$147,840.00, to be paid from Master Construct and Implementation Funds.

C.16. Ratification of Amendment #1 to Agreement #22-86 – ATX Learning, LLC (DeGenna/Jefferson)

To increase the previously approved amount for providing supplemental staffing, August 16, 2022 through June 30, 2023, in the amount of \$589,000.00, to be paid out of Special Education Funds.

Section D: ACTION ITEMS

D.1. Approval of School-Level Parent and Family Engagement Policies for 2022-2023 School Year - 20 Schools (DeGenna/Ruvalcaba)

Dr. Ana DeGenna, Associate Superintendent, Educational Services, and Ms. Teresa Ruvalcaba, Manager of Equity, Family and Community Engagement, presented the School-Level Parent and Family Engagement Policies for the 2022-2023 School Year for the Board's consideration.

Motion #22-104 Approval of School-Level Parent and Family Engagement Policies for 2022-2023 School Year - 20 Schools

Mover: Monica Madrigal Lopez

Second: MaryAnn Rodriguez

Moved To: Approve

Ayes: 5 - MaryAnn Rodriguez, Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, Monica Madrigal Lopez

Motion Result: Passed

D.2. Approval of New Classification and Job Duties for After School Program Site Coordinator (Torres)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of the new classification and job duties for After School Program Site Coordinator.

Motion #22-105 Approval of New Classification and Job Duties for After School Program Site Coordinator

Mover: Rose Gonzales

Second: MaryAnn Rodriguez

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

Moved To: Approve

Ayes: 5 - MaryAnn Rodriguez, Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, Monica Madrigal Lopez

Motion Result: Passed

D.3. Approval of an Emergency Bilingual Cross-Cultural Language in Academic Development (“BCLAD”) for 2022-23 for Valerie Cahue (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of an Emergency Bilingual Cross-Cultural Language in Academic Development ("BCLAD") for Valerie Cahue for the 2022-23 school year.

Motion #22-106 Approval of an Emergency Bilingual Cross-Cultural Language in Academic Development (“BCLAD”) for 2022-23 for Valerie Cahue Mover: Monica Madrigal Lopez

Secunder: Jarely Lopez

Moved To: Approve

Ayes: 5 - MaryAnn Rodriguez, Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, Monica Madrigal Lopez

Motion Result: Passed

D.4. Approval of a Variable Term Service Waiver in Speech Language Pathology for Joanne Kim for the 2022-23 School Year (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of a Variable Term Service Waiver in Speech Language Pathology for Joanne Kim for the 2022-23 school year.

Motion #22-107 Approval of Variable Term Service Waiver in Speech Language Pathology for Joanne Kim for the 2022-23 School Year

Mover: MaryAnn Rodriguez

Secunder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - MaryAnn Rodriguez, Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, Monica Madrigal Lopez

Motion Result: Passed

D.5. Approval of a Variable Waiver for Multiple Subject, BCLAD, Basic Skills for the 2022-2023 School Year for Linda Hernandez Quintana (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, recommended the Board's approval of a Variable Waiver for Multiple Subject, BCLAD, Basic Skills for the 2022-2023 school year for Linda Hernandez Quintana.

Motion #22-108 Approval of Variable Waiver for Multiple Subject, BCLAD, Basic Skills for

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

the 2022-2023 School Year for Linda Hernandez Quintana

Mover: Jarely Lopez

Seconder: Monica Madrigal Lopez

Moved To: Approve

Ayes: 5 - MaryAnn Rodriguez, Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, Monica Madrigal Lopez

Motion Result: Passed

D.6. Consideration of Employment Agreement: Assistant Superintendent, Business & Fiscal Services – Valerie J. Mitchell (Aguilera-Fort)

Dr. Karling Aguilera-Fort, Superintendent, recommended the Board's approval of the employment agreement for Valerie J. Mitchell as Assistant Superintendent, Business & Fiscal Services.

Motion #22-109 Approval of Employment Agreement: Assistant Superintendent, Business & Fiscal Services - Valerie J. Mitchell

Mover: Monica Madrigal Lopez

Seconder: Jarely Lopez

Moved To: Approve

Ayes: 5 - MaryAnn Rodriguez, Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, Monica Madrigal Lopez

Motion Result: Passed

Section E: APPROVAL OF MINUTES

Approval of Minutes (Aguilera-Fort)

The Board approved minutes of Board meetings as presented:

- November 2, 2022 Regular Meeting

Motion #22-110 Approval of Minutes of Board Meetings as Presented – November 2, 2022 Regular Meeting

Mover: Monica Madrigal Lopez

Seconder: MaryAnn Rodriguez

Moved To: Approve

Ayes: 4 - MaryAnn Rodriguez, Veronica Robles-Solis, Jarely Lopez, Monica Madrigal Lopez

Abstain: 1 - Rose Gonzales

Motion Result: Passed

Section F: BOARD POLICIES

F.1. Second Reading and Adoption – Revisions to BP 4030: Nondiscrimination in Employment (Torres/Carroll)

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

Dr. Natalia Torres, Assistant Superintendent, Human Resources, presented the revisions to BP 4030: Nondiscrimination in Employment for Second Reading and Adoption.

Motion #22-111 Adoption of Revisions to BP 4030: Nondiscrimination in Employment

Mover: Rose Gonzales

Secunder: Monica Madrigal Lopez

Moved To: Adopt

Ayes: 5 - MaryAnn Rodriguez, Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, Monica Madrigal Lopez

Motion Result: Passed

F.2. Second Reading and Adoption – Revisions to Employee Notifications: Exhibits 4112.9, 4212.9, 4312.9-E(1) (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, presented the revisions to Employee Notifications: Exhibits 4112.9, 4212.9, 4312.9-E(1) for Second Reading and Adoption.

Motion #22-112 Adoption of Revisions to Employee Notifications: Exhibits 4112.9, 4212.9, 4312.9-E(1)

Mover: Rose Gonzales

Secunder: Jarely Lopez

Moved To: Adopt

Ayes: 5 - MaryAnn Rodriguez, Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, Monica Madrigal Lopez

Motion Result: Passed

F.3. Second Reading and Adoption – Revisions to Civil And Legal Rights – BP 4119.1, 4219.1, 4319.1 (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, presented the revisions to Civil And Legal Rights - BP 4119.1, 4219.1, 4319.1 for Second Reading and Adoption.

Motion #22-113 Adoption of Revisions to Civil and Legal Rights BP 4119.1, 4219.1, 4319.1

Mover: MaryAnn Rodriguez

Secunder: Rose Gonzales

Moved To: Adopt

Ayes: 5 - MaryAnn Rodriguez, Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, Monica Madrigal Lopez

Motion Result: Passed

F.4. Second Reading and Adoption – Revisions to BP 4140/4240/4340: Bargaining Units (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, presented the revisions to BP

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

4140/4240/4340: Bargaining Units for Second Reading and Adoption.

Motion #22-114 Adoption of Revisions to BP 4140/4240/4340: Bargaining Units

Mover: Rose Gonzales

Seconder: MaryAnn Rodriguez

Moved To: Adopt

Ayes: 5 - MaryAnn Rodriguez, Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, Monica Madrigal Lopez

Motion Result: Passed

F.5. Second Reading and Adoption – Revisions to BP 4216: Probationary/Permanent Status (Torres/Carroll)

Dr. Natalia Torres, Assistant Superintendent, Human Resources, presented the revisions to BP 4216: Probationary/Permanent Status for Second Reading and Adoption.

Motion #22-115 Adoption of Revisions to BP 4216: Probationary/Permanent Status

Mover: MaryAnn Rodriguez

Seconder: Monica Madrigal Lopez

Moved To: Adopt

Ayes: 5 - MaryAnn Rodriguez, Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, Monica Madrigal Lopez

Motion Result: Passed

Section G: CONCLUSION

G.1. Superintendent's Report (3 minutes)

Dr. Aguilera-Fort

- Student Profile
- Strategic Plan - Mission/Vision
- Superintendent Fellows
- "OSD Creates" Event - May 25, 2023
- PTA Reflections Awards Ceremony
- Rose Avenue TK
- MLK event - Zoe Covarrubias speech
- Congratulations to Tom Kranzler
- School Board Recognition Month - January
- Thank you Operations & staff (rain event)
- Thank you OSD families

G.2. Trustees' Announcements (3 minutes each speaker)

Trustee Gonzales

- Participating in new Board member training

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

- Grateful to community for electing her

Jarely Lopez

- Thank you to all presenters
- Thank you to TK teachers for showing up

Monica Madrigal Lopez

- Thank you to all presenters
- Thank you to Marshall team for presenting
- Happy New Year to all
- Attended Posadas event in Rose Park - attended by Rose Avenue students and principal
- Participated in MLK Freedom March on Monday - congratulations to Zoe Covarrubias
- A successful rest of the academic year to all

MaryAnn Rodriguez

- Acknowledges sense of family of Marshall
- thanked teachers for coming to speak

Veronica Robles-Solis

- great way to start the meeting with Marshall family
- a happy new year to all
- let's continue working toward the same goal - students
- VCSBA meeting materials from January 7 Governance training
- reminder about January 30 VCSBA meeting re: school safety - in person; next meeting will be by Zoom

G.3. ADJOURNMENT

President Robles-Solis adjourned the meeting at 8:18 p.m.

Motion to adjourn

Mover: Rose Gonzales

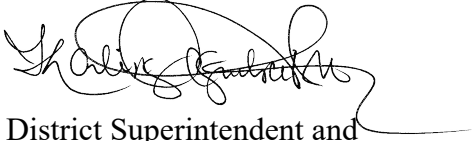
Secunder: Monica Madrigal Lopez

Moved To: Adjourn

Ayes: 5 - MaryAnn Rodriguez, Veronica Robles-Solis, Jarely Lopez, Rose Gonzales, Monica Madrigal Lopez

Motion Result: Passed

Karling Aguilera-Fort, Ed.D.



District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this 15th day of February, 2023, the Board of Trustees of the Oxnard School District approves the Minutes of the Regular Board Meeting of January 18, 2023, on motion by Trustee _____, seconded by Trustee _____.

Signed:

President of the Board of Trustees

Clerk of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Member of the Board of Trustees

Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct
January 18, 2023

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: February 15, 2023

Agenda Section: Section F: Board Policies, First Reading

First Reading Revision to BP & AR 5144.1 Suspension and Expulsion Due Process (DeGenna/Nocero)

Board Policy BP & AR 5144.1, Suspension and Expulsion Due Process, has been updated based on the recommendations by CSBA (California School board Association). New language is highlighted. Deleted language is indicated by strikethrough. Board Policies will be presented for a second reading and adoption at the March 1, 2023, Board Meeting.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Associate Superintendent, Educational Services, and Director of Pupil Services that the Board of Trustees receives the revision of Board Policy BP & AR 5144.1 Suspension and Expulsion Due Process as the first reading as presented.

ADDITIONAL MATERIALS:

Attached: [BP 5144.1 Suspension And Expulsion Due Process \(8 pgs\).pdf](#)
[AR 5144.1 Suspension And Expulsion Due Process\(24 pgs\).pdf](#)

Policy 5144.1: Suspension And Expulsion/Due Process

Status: ADOPTED

Original Adopted Date: 05/21/2014

The Board of Trustees desires to provide district students access to educational opportunities in an orderly school environment that protects their safety and security, ensures their welfare and well-being, and promotes their learning and development. The Board shall develop rules and regulations setting the standards of behavior expected of district students and the disciplinary processes and procedures for addressing violations of those standards, including suspension and/or expulsion.

~~To correct the behavior of any student who is subject to discipline, the Superintendent or designee shall, to the extent allowed by law, first use alternative disciplinary strategies specified in AR 5144 – Discipline. (Education Code 48900.5)~~

~~Alternatives to suspension or expulsion also shall be used with students who are truant, tardy, or otherwise absent from assigned school activities.~~

~~Except for single acts of a grave nature or offenses for which suspension or expulsion is required by law, suspension or expulsion shall be used only when other means of correction have failed to bring about proper conduct or the student's presence causes a continuing danger to himself/herself or others.~~

The grounds for suspension and expulsion and the procedures for considering, recommending, and/or implementing suspension and expulsion shall be those specified in law , **in this policy**, and administrative regulation.

Except when otherwise permitted by law, a student may be suspended or expelled only when the behavior is related to a school activity or school attendance occurring within any district school or another school district, regardless of when it occurs, including, but not limited to, the following: (Education Code 48900(s))

1. While on school grounds
2. While going to or coming from school
3. During the lunch period, whether on or off the school campus
4. During, going to, or coming from a school-sponsored activity

District staff shall enforce the rules concerning suspension and expulsion of students fairly, consistently, and in accordance with the district's nondiscrimination policies.

Appropriate Use of Suspension Authority

Except when a student's act violates Education Code 48900(a)-(e), as listed in items #1-5 under "Grounds for Suspension and Expulsion: Grades K-12" of the accompanying administrative regulation, or when the student's presence causes a danger to others, suspension shall be used only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5, 48900.6)

A student's parents/guardians shall be notified as soon as possible when there is an escalating pattern of misbehavior that could lead to on-campus or off-campus suspension.

No student in grades K-8 may be suspended for disruption or willful defiance, except by a teacher pursuant to Education Code 48910. (Education Code 48900)

Students shall not be suspended or expelled for truancy, tardiness, or absenteeism from assigned school activities.

On-Campus Suspension

To ensure the proper supervision and ongoing learning of students who are suspended for any of the reasons enumerated in Education Code 48900 and 48900.2, but who pose no imminent danger or threat to anyone at school and for whom expulsion proceedings have not been initiated, the Superintendent or designee may establish a supervised suspension classroom program which meets the requirements of law.

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

Authority to Expel

A student may be expelled only by the Board. (Education Code 48918(j))

As required by law, the Superintendent or principal shall recommend expulsion and the Board shall expel any student found to have committed any of the following "mandatory recommendation and mandatory expulsion" acts at school or at a school activity off school grounds: (Education Code 48915)

1. Possessing a firearm which is not an imitation firearm, as verified by a certificated employee, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence
2. Selling or otherwise furnishing a firearm
3. Brandishing a knife at another person
4. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058
5. Committing or attempting to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committing a sexual battery as defined in Penal Code 243.4
6. Possessing an explosive as defined in 18 USC 921

For all other violations listed in the accompanying administrative regulation, the Superintendent or principal shall have the discretion to recommend expulsion of a student. If expulsion is recommended, the Board shall order the student expelled only if it makes a finding of either or both of the following: (Education Code 48915(b) and (e))

1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct
2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others

A vote to expel a student shall be taken in an open session of a Board meeting.

The Board may vote to suspend the enforcement of the expulsion order pursuant to the requirements of law and the accompanying administrative regulation. (Education Code 48917)

No student shall be expelled for disruption or willful defiance. (Education Code 48900)

No child enrolled in a preschool program shall be expelled except under limited circumstances as specified in AR 5148.3 - Preschool/Early Childhood Education

Due Process

The Board shall provide for the fair and equitable treatment of students facing suspension and expulsion by affording them their due process rights under the law. The Superintendent or designee shall comply with procedures for notices, hearings, and appeals as specified in law and administrative regulation. (Education Code 48911, 48915, 48915.5)

Maintenance and Monitoring of Outcome Data

The Superintendent or designee shall maintain outcome data related to student suspensions and expulsions in accordance with Education Code 48900.8 and 48916.1, including, but not limited to, the number of students recommended for expulsion, the grounds for each recommended expulsion, the actions taken by the Board, the types of referral made after each expulsion, and the disposition of the students after the expulsion period. For any expulsion that involves the possession of a firearm, such data shall include the name of the school and the type of firearm involved, as required pursuant to 20 USC 7961. Suspension and expulsion data shall be reported to the Board annually and to the California Department of Education when so required.

In presenting the report to the Board, the Superintendent or designee shall disaggregate data on suspensions and expulsions by school and by numerically significant student subgroups, including, but not limited to, ethnic subgroups, socioeconomically disadvantaged students, English learners, students with disabilities, foster youth, and homeless students. Based on the data, the Board shall address any identified disparities in the imposition of student discipline and shall determine whether and how the district is meeting its goals for improving school climate as specified in its local control and accountability plan.

Removal from Class by a Teacher and Parental Attendance

When suspending a student from class for committing an obscene act, engaging in habitual profanity or vulgarity, disrupting school activities, or otherwise willfully defying valid staff authority, the teacher of the class may require any parent/guardian who lives with the student to attend a portion of the school day in the class from which the student is being suspended, to assist in resolving the classroom behavior problems. (Education Code 48900.1)

Teachers should reserve the option of required parental attendance for cases in which they have determined that it is the best strategy to promote positive interaction between the teacher and the student and his/her parents/guardians and to improve the student's behavior.

Any teacher requiring parental attendance pursuant to this policy shall apply the policy uniformly to all students within the classroom. (Education Code 48900.1)

When a teacher requires parental attendance, the principal shall send a written notice to the parent/guardian stating that his/her attendance is required pursuant to law. (Education Code 48900.1)

A parent/guardian who has received a written notice shall attend class as specified in the notice. After completing the classroom visit and before leaving school premises, the parent/guardian also shall meet with the principal or designee. (Education Code 48900.1)

At the meeting with the student's parent/guardian, the principal or designee shall explain the district's and school's discipline policies, including the disciplinary strategies that may be used to achieve proper student conduct.

When a parent/guardian does not respond to the request to attend school, the principal or designee shall contact him/her by telephone, mail, or other method that maintains the confidentiality of the student's records.

District regulations and school-site rules for student discipline shall include procedures for implementing parental attendance requirements. Parents/guardians shall be notified of this policy prior to its implementation. (Education Code 48900.1)

Except where a supervised suspension is permitted by law for a student's first offense, supervised suspension shall be imposed only when other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

Decision Not to Enforce Expulsion Order

On a case-by-case basis, the enforcement of an expulsion order may be suspended by the Board pursuant to the requirements of law and administrative regulation. (Education Code 48917)

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State

CCP. 1985-1997
Civ. Code 47
Civ. Code 48.8
Ed. Code 17292.5
Ed. Code 1981-1981.5
Ed. Code 212.5
Ed. Code 233
Ed. Code 32261
Ed. Code 35145
Ed. Code 35146
Ed. Code 35291
Ed. Code 35291.5
Ed. Code 48645.5
Ed. Code 48660-48666
Ed. Code 48853.5
Ed. Code 48900-48927
Ed. Code 48950
Ed. Code 48980

Description

[Production of evidence; means of production](#)
[Privileged communication](#)
[Defamation liability](#)
Program for expelled students
Enrollment of students in community school
Sexual harassment
Hate violence
Interagency School Safety Demonstration Act of 1985
Open board meetings
Closed sessions regarding suspensions
Rules (for government and discipline of schools)
Rules and procedures on school discipline
Former juvenile court school students; enrollment
Community day schools
Foster youth
Suspension and expulsion
Speech and other communication
Parent/Guardian notifications

Ed. Code 49073-49079	Privacy of student records
Ed. Code 52052	Numerically significant student subgroups
Ed. Code 52060-52077	Local control and accountability plan
Ed. Code 64000-64001	Consolidated application
Ed. Code 8239.1	Prohibition against expulsion of preschool student
Gov. Code 11455.20	Contempt
Gov. Code 54950-54963	The Ralph M. Brown Act
H&S Code 11014.5	Drug paraphernalia
H&S Code 11053-11058	Standards and schedules
Lab. Code 230.7	Employee time off to appear in school on behalf of a child
Pen. Code 240	Assault defined
Pen. Code 241.2	Assault fines
Pen. Code 242	Battery defined
Pen. Code 243.2	Battery on school property
Pen. Code 243.4	Sexual battery
Pen. Code 245	Assault with deadly weapon
Pen. Code 245.6	Hazing
Pen. Code 261	Rape defined
Pen. Code 266c	Unlawful sexual intercourse
Pen. Code 286	Sodomy defined
Pen. Code 288	Lewd or lascivious acts with child under age 14
Pen. Code 288a	Oral copulation, defined
Pen. Code 289	Penetration of genital or anal openings
Pen. Code 31	Principal of a crime, defined
Pen. Code 417.27	Laser pointers
Pen. Code 422.55	Definition of hate crime
Pen. Code 422.6	Crimes, harassment
Pen. Code 422.7	Aggravating factors for punishment
Pen. Code 422.75	Enhanced penalties for hate crimes
Pen. Code 626.10	Dirks, daggers, knives, razors, or stun guns
Pen. Code 626.2	Entry upon campus after written notice of suspension or dismissal without permission
Pen. Code 626.9	Gun-Free School Zone Act of 1995
Pen. Code 868.5	Supporting person; attendance during testimony of witness
W&I Code 729.6	Counseling
Federal	Description
18 USC 921	Definitions, firearm
20 USC 1415(K)	Placement in alternative educational setting
20 USC 7961	Gun-free schools
42 USC 11432-11435	Education of homeless children and youths
Management Resources	Description
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 348 (1997)
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 85 (1997)
Attorney General Opinion	80 Ops.Cal.Atty.Gen. 91 (1997)
Attorney General Opinion	84 Ops.Cal.Atty.Gen. 146 (2001)
Court Decision	Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H. (2001) 85 Cal.App.4th 1321
Court Decision	Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 118
Court Decision	Garcia v. Los Angeles Board of Education (1991) 123 Cal. App. 3d 807
Court Decision	John A. v. San Bernardino School District (1982) 33 Cal. 3d 301

Court Decision	T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267
Court Decision	Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421
U.S. DOE, Office for Civil Rights Publication	Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014
Website	CSBA District and County Office of Education Legal Services
Website	U.S. Department of Education, Office of Safe and Healthy Students
Website	California Attorney General's Office
Website	California Department of Education
Website	CSBA
Website	U.S. Department of Education, Office for Civil Rights
Notice	Description
Unique Policy	This policy is unique to the district/COE and is not connected to an existing CSBA sample policy or included in regular quarterly updates from CSBA.

Cross References

Code	Description
0450	Comprehensive Safety Plan
0450	Comprehensive Safety Plan
0460	Local Control And Accountability Plan
0460	Local Control And Accountability Plan
1114	District-Sponsored Social Media
1114	District-Sponsored Social Media
1312.3	Uniform Complaint Procedures
1312.3	Uniform Complaint Procedures
1312.3-E(1)	Uniform Complaint Procedures
1312.3-E(2)	Uniform Complaint Procedures
1313	Civility
3513.3	Tobacco-Free Schools
3513.3	Tobacco-Free Schools
3513.4	Drug And Alcohol Free Schools
3515	Campus Security
3515	Campus Security
3515.21	Unmanned Aircraft Systems (Drones)
3515.3	District Police/Security Department
3515.3	District Police/Security Department
3515.31	School Resource Officers
3515.4	Recovery For Property Loss Or Damage
3515.4	Recovery For Property Loss Or Damage
3516.2	Bomb Threats
4158	Employee Security
4158	Employee Security
4258	Employee Security
4258	Employee Security
4358	Employee Security
4358	Employee Security
5000	Concepts And Roles
5112.1	Exemptions From Attendance
5112.1	Exemptions From Attendance
5112.5	Open/Closed Campus
5113	Absences And Excuses
5113	Absences And Excuses

5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5113.11	Attendance Supervision
5116.2	Involuntary Student Transfers
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5119	Students Expelled From Other Districts
5125	Student Records
5125	Student Records
5125.2	Withholding Grades, Diploma Or Transcripts
5131	Conduct
5131.1	Bus Conduct
5131.1	Bus Conduct
5131.2	Bullying
5131.2	Bullying
5131.4	Student Disturbances
5131.4	Student Disturbances
5131.5	Vandalism And Graffiti
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
5131.62	Tobacco
5131.62	Tobacco
5131.63	Steroids
5131.63	Steroids
5131.7	Weapons And Dangerous Instruments
5131.7	Weapons And Dangerous Instruments
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5142	Safety
5142	Safety
5144	Discipline
5144	Discipline
5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
5144.4	Required Parental Attendance
5144.4	Required Parental Attendance
5145.12	Search And Seizure
5145.12	Search And Seizure
5145.2	Freedom Of Speech/Expression
5145.2	Freedom Of Speech/Expression
5145.3	Nondiscrimination/Harassment
5145.3	Nondiscrimination/Harassment
5145.6	Parent/Guardian Notifications
5145.6-E(1)	Parent/Guardian Notifications
5145.7	Sexual Harassment
5145.7	Sexual Harassment
5145.71	Title IX Sexual Harassment Complaint Procedures
5145.71-E(1)	Title IX Sexual Harassment Complaint Procedures
5145.9	Hate-Motivated Behavior
5148.3	Preschool/Early Childhood Education
5148.3	Preschool/Early Childhood Education
6145	Extracurricular And Cocurricular Activities
6145	Extracurricular And Cocurricular Activities
6145.2	Athletic Competition

6145.2	<u>Athletic Competition</u>
6145.5	<u>Student Organizations And Equal Access</u>
6145.5	<u>Student Organizations And Equal Access</u>
6145.8	<u>Assemblies And Special Events</u>
6153	<u>School-Sponsored Trips</u>
6153	<u>School-Sponsored Trips</u>
6154	<u>Homework/Makeup Work</u>
6158	<u>Independent Study</u>
6158	<u>Independent Study</u>
6161.2	<u>Damaged Or Lost Instructional Materials</u>
6163.4	<u>Student Use Of Technology</u>
6163.4-E(1)	<u>Student Use Of Technology</u>
6164.6	<u>Identification And Education Under Section 504</u>
6164.6	<u>Identification And Education Under Section 504</u>
6173	<u>Education For Homeless Children</u>
6173	<u>Education For Homeless Children</u>
6173-E(1)	<u>Education For Homeless Children</u>
6173-E(2)	<u>Education For Homeless Children</u>
6173.1	<u>Education For Foster Youth</u>
6173.1	<u>Education For Foster Youth</u>
6184	<u>Continuation Education</u>
6184	<u>Continuation Education</u>
6185	<u>Community Day School</u>
6185	<u>Community Day School</u>
9000	<u>Role Of The Board</u>
9321	<u>Closed Session</u>
9321-E(1)	<u>Closed Session</u>
9321-E(2)	<u>Closed Session</u>
9322	<u>Agenda/Meeting Materials</u>

Regulation 5144.1: Suspension And Expulsion/Due Process

Status: ADOPTED

Original Adopted Date: 05/21/2014

Definitions

Suspension from school means removal of a student from ongoing instruction for adjustment purposes. However, suspension does not mean any of the following: (Education Code 48925)

1. Reassignment to another education program or class at the same school where the student will receive continuing instruction for the length of day prescribed by the Board of Trustees for students of the same grade level
2. Referral to a certificated employee designated by the principal to advise students
3. Removal from the class, but without reassignment to another class or program, for the remainder of the class period without sending the student to the principal or designee as provided in Education Code 48910. Removal from a particular class shall not occur more than once every five school days.

Expulsion means removal of a student from the immediate supervision and control, or the general supervision, of school personnel. (Education Code 48925)

Day means a calendar day unless otherwise specifically provided. (Education Code 48925)

School day means a day upon which the schools of the district are in session or weekdays during the summer recess. (Education Code 48925)

Student includes a student's parent/guardian or legal counsel. (Education Code 48925)

~~Principal's designee means one or more administrators or, if there is not a second administrator at one school site, a certificated person specifically designated by the principal, in writing, to assist with disciplinary procedures. Only one such person may be designated at any time as the principal's primary designee and only one such person may be designated as secondary designee for the school year. The names of such persons shall be on file in the principal's office. (Education Code 48911)~~

School property, for the purposes described in Education Code 48900, includes, but is not limited to, electronic files and databases. (Education Code 48900(u))

Notice of Regulations

At the beginning of each school year, the principal of each school shall ensure that all students and parents/guardians are notified in writing of all school rules related to discipline, suspension, and expulsion. (Education Code 35291, 48900.1, 48980)

Grounds for Suspension and Expulsion: Grades K-12

Acts for which a student, including a student with disabilities, may be suspended or expelled shall be only those specified as follows and in the sections "Additional Grounds for Suspension and Expulsion: Grades 4-12" and "Additional Grounds for Suspension and Expulsion: Grades 9-12" below:

1. Caused, attempted to cause, or threatened to cause physical injury to another person; willfully used force or violence upon another person, except in self-defense; or committed as an aider or abettor, as adjudged by a juvenile court, a crime of physical violence in which the victim suffered great or serious bodily injury (Education Code 48900(a) and (t))

2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object, unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence (Education Code 48900(b))
3. Unlawfully possessed, used, sold, otherwise furnished, or was under the influence of any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind (Education Code 48900(c))
4. Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented same as such controlled substance, alcoholic beverage, or intoxicant (Education Code 48900(d))
5. Committed or attempted to commit robbery or extortion (Education Code 48900(e))
6. Caused or attempted to cause damage to school property or private property (Education Code 48900(f))
7. Stole or attempted to steal school property or private property (Education Code 48900(g))
8. Possessed or used tobacco or products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel, except that this restriction shall not prohibit a student from using or possessing prescription products (Education Code 48900(h))
9. Committed an obscene act or engaged in habitual profanity or vulgarity (Education Code 48900(i))
10. Unlawfully possessed, offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5 (Education Code 48900(j))
11. Knowingly received stolen school property or private property (Education Code 48900(l))
12. Possessed an imitation firearm (Education Code 48900(m))

Imitation firearm means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))

13. Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code 243.4 (Education Code 48900(n))
14. Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness (Education Code 48900(o))
15. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma (Education Code 48900(p))
16. Engaged in, or attempted to engage in, hazing (Education Code 48900(q))

Hazing means a method of initiation or pre-initiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. Hazing does not include athletic events or school-sanctioned events. (Education Code 48900(q))

17. Engaged in an act of bullying (Education Code 48900(r))

Bullying means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, directed toward one or more students that has or can reasonably be predicted to have the effect of placing a reasonable student in fear of harm to self or property; cause the student to experience a substantially detrimental effect on physical or mental health; or cause the student to experience substantial interferences with academic performance or ability to participate in or benefit from the services, activities, or privileges provided by a school. (Education Code 48900(r))

Bullying includes any act of sexual harassment, hate violence, or harassment, threat, or intimidation, as defined in Education Code 48900.2, 48900.3, or 48900.4 and below in the section "Additional Grounds for Suspension and Expulsion: Grades 4-12," that has any of the effects described above on a reasonable student.

Bullying also includes an act of cyber sexual bullying by a student through the dissemination of, or the solicitation or incitement to disseminate, a photograph or other visual recording that depicts a nude, semi-nude, or sexually explicit photograph or other visual recording of an identifiable minor, when such dissemination is to another student or to school personnel by means of an electronic act and has or can be reasonably predicted to have one or more of the effects of bullying described above. Cyber sexual bullying does not include a depiction, portrayal, or image that has any serious literary, artistic, educational, political, or scientific value or that involves athletic events or school-sanctioned activities.

Electronic act means the creation or transmission originated on or off the school site by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager, of a communication including, but not limited to: (Education Code 48900(r))

- a. A message, text, sound, video, or image
- b. A post on a social network Internet web site, including, but not limited to, posting to or creating a burn page or creating a credible impersonation or false profile for the purpose of causing a reasonable student any of the effects of bullying described above.

Reasonable student means a student, including, but not limited to, a student who has been identified as a student with a disability, who exercises average care, skill, and judgment in conduct for a person of the student's age, or for a person of the student's age and disability. (Education Code 48900(r))

18. Aided or abetted the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31 (Education Code 48900(t))

19. Made terrorist threats against school officials and/or school property (Education Code 48900.7)

A terrorist threat includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person or property

damage in excess of \$1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out. (Education Code 48900.7)

Additional Grounds for Suspension and Expulsion: Grades 4-12

A student in grades 4-12 shall be subject to suspension or recommendation for expulsion when it is determined that the student:

1. Committed sexual harassment as defined in Education Code 212.5 (Education Code 48900.2)

Sexual harassment means conduct which, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)

2. Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233 (Education Code 48900.3)

Hate violence means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating a victim, interfering with the exercise of a victim's civil rights, or damaging a victim's property because of the victim's race, ethnicity, religion, nationality, disability, gender, gender identity, gender expression, or sexual orientation; a perception of the presence of any of those characteristics in the victim; or the victim's association with a person or group with one or more of those actual or perceived characteristics. (Education Code 233; Penal Code 422.55)

3. Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment (Education Code 48900.4)

~~Grounds for Suspension and Expulsion~~

~~A student may be subject to suspension or expulsion when it is determined that he/she:~~

- ~~1. Caused, attempted to cause, or threatened to cause physical injury to another person or willfully used force or violence upon another person, except in self-defense; (Education Code 48900(a))~~

~~A student who aids or abets the infliction or attempted infliction of physical injury on another person, as defined in Penal Code 31, may be suspended, but not expelled. However, a student may be suspended or expelled pursuant to Education Code 48900(a) once he/she has been adjudged by a juvenile court to have committed, as an aider or abettor, a crime of physical violence in which the victim suffered great or serious bodily injury. (Education Code 48900(t))~~

- ~~2. Possessed, sold, or otherwise furnished any firearm, knife, explosive, or other dangerous object unless, in the case of possession of any object of this type, the student had obtained written permission to possess the item from a certificated school employee, with the principal or designee's concurrence. (Education Code 48900(b))~~

3. ~~Unlawfully possessed, used, sold, or otherwise furnished, or was under the influence of, any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind. (Education Code 48900(c))~~
4. ~~Unlawfully offered, arranged, or negotiated to sell any controlled substance as defined in Health and Safety Code 11053-11058, alcoholic beverage, or intoxicant of any kind, and then sold, delivered, or otherwise furnished to any person another liquid, substance, or material and represented same as controlled substance, alcoholic beverage, or intoxicant. (Education Code 48900(d))~~
5. ~~Committed or attempted to commit robbery or extortion. (Education Code 48900(e))~~
6. ~~Caused or attempted to cause damage to school property or private property. (Education Code 48900(f))~~
7. ~~Stole or attempted to steal school property or private property. (Education Code 48900(g))~~
8. ~~Possessed or used tobacco or any products containing tobacco or nicotine products, including, but not limited to, cigars, cigarettes, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel. This restriction shall not prohibit a student from using or possessing his/her own prescription products. (Education Code 48900(h))~~
9. ~~Committed an obscene act or engaged in habitual profanity or vulgarity. (Education Code 48900(i))~~
10. ~~Unlawfully possessed or unlawfully offered, arranged, or negotiated to sell any drug paraphernalia, as defined in Health and Safety Code 11014.5. (Education Code 48900(j))~~
11. ~~Disrupted school activities or otherwise willfully defied the valid authority of supervisors, teachers, administrators, other school officials, or other school personnel engaged in the performance of their duties. (Education Code 48900(k))~~
12. ~~11. Knowingly received stolen school property or private property. (Education Code 48900(l))~~
13. ~~Possessed an imitation firearm. (Education Code 48900(m))~~
~~Imitation firearm means a replica of a firearm that is so substantially similar in physical properties to an existing firearm as to lead a reasonable person to conclude that the replica is a firearm. (Education Code 48900(m))~~
14. ~~Committed or attempted to commit a sexual assault as defined in Penal Code 261, 266c, 286, 288, 288a, or 289, or committed a sexual battery as defined in Penal Code 243.4. (Education Code 48900(n))~~
15. ~~Harassed, threatened, or intimidated a student who is a complaining witness or witness in a school disciplinary proceeding for the purpose of preventing that student from being a witness and/or retaliating against that student for being a witness. (Education Code 48900(o))~~
16. ~~Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma. (Education Code 48900(p))~~
17. ~~Engaged in, or attempted to engage in, hazing. (Education Code 48900(q))~~
~~Hazing means a method of initiation or preinitiation into a student organization or body, whether or not the organization or body is officially recognized by an educational institution, which is likely to cause serious bodily injury or personal degradation or disgrace resulting in physical or mental harm to a former, current, or prospective student. Hazing does not include athletic events or school sanctioned events. (Education Code 48900(q))~~
18. ~~Made terrorist threats against school officials and/or school property. (Education Code 48900.7)~~

A terrorist threat includes any written or oral statement by a person who willfully threatens to commit a crime which will result in death or great bodily injury to another person, or property damage in excess of \$1,000, with the specific intent that the statement is to be taken as a threat, even if there is no intent of actually carrying it out. (Education Code 48900.7)

A student in grades 4-12 is also subject to suspension or recommendation for expulsion when it is determined that he/she:

19. ~~Committed sexual harassment as defined in Education Code 212.5. (Education Code 48900.2)~~

~~Sexual harassment means that conduct, when considered from the perspective of a reasonable person of the same gender as the victim, is sufficiently severe or pervasive as to have a negative impact upon the victim's academic performance or to create an intimidating, hostile, or offensive educational environment. (Education Code 212.5, 48900.2)~~

~~(cf. 5145.7—Sexual Harassment)~~

20. ~~Caused, attempted to cause, threatened to cause, or participated in an act of hate violence as defined in Education Code 233. (Education Code 48900.3)~~

~~Hate violence means any act punishable under Penal Code 422.6, 422.7, or 422.75. Such acts include injuring or intimidating another person, interfering with the exercise of a person's civil rights, or damaging a person's property because of the person's race, color, religion, ancestry, national origin, disability, gender, or sexual orientation. (Education Code 233; Penal Code 422.55)~~

~~(cf. 5145.9—Hate-Motivated Behavior)~~

21. ~~Intentionally engaged in harassment, threats, or intimidation against district personnel or students that is sufficiently severe or pervasive to have the actual and reasonably expected effect of materially disrupting classwork, creating substantial disorder, and invading the rights of school personnel or students by creating an intimidating or hostile educational environment. (Education Code 48900.4)~~

~~(cf. 5145.3—Nondiscrimination/Harassment)~~

22. ~~Engaged in an act of bullying (Education Code 48900(r))~~

~~Bullying means any severe or pervasive physical or verbal act or conduct, including communications made in writing or by means of an electronic act, directed toward one or more students that has or can reasonably be predicted to have the effect of placing a reasonable student in fear of harm to himself/herself or his/her property; cause the student to experience a substantially detrimental effect on his/her physical or mental health; or cause the student to experience substantial interferences with his/her academic performance or ability to participate in or benefit from the services, activities, or privileges provided by a school.~~

~~Bullying shall include any act of sexual harassment, hate violence, or harassment, threat, or intimidation, as defined in Education Code 48900.2, 48900.3, or 48900.4 (items #20-22 below), that has any of the effects described above on a reasonable student.~~

~~Electronic act means the transmission of a communication, including, but not limited to, a message, text, sound, image, or post on a social network Internet web site, by means of an electronic device, including, but not limited to, a telephone, wireless telephone, or other wireless communication device, computer, or pager. A post on a social network Internet web site shall include, but is not limited to, the posting or creation of a burn page or the creation of a credible impersonation or false profile for the purpose of causing a reasonable student any of the effects of bullying described above.~~

~~Reasonable student means a student, including, but not limited to, a student who has been identified as a student with a disability, who exercises average care, skill, and judgment in conduct for a person of his/her age, or for a person of his/her age with his/her disability.~~

~~(Education Code 48900(r))~~

~~(cf. 1114 – District Sponsored Social Media) (cf. 5131.2 – Bullying)~~

~~(cf. 6164.4 – Identification and Evaluation of Individuals for Special Education)~~

~~(cf. 6164.6 – Identification and Education under Section 504)~~

~~A student may be suspended or expelled for any of the acts listed above if the act is related to school activity or school attendance occurring at any district school under the jurisdiction of the Superintendent or principal or within any other school district, including, but not limited to, the following circumstances: (Education Code 48900)~~

~~1. While on school grounds~~

~~2. While going to or coming from school~~

~~3. During the lunch period, whether on or off the school campus (cf. 5112.5 – Open/Closed Campus)~~

~~4. During, going to, or coming from a school-sponsored activity (cf. 5131.1 – Bus Conduct)~~

~~The Superintendent or principal may use his/her discretion to provide alternatives to suspension or expulsion for a student subject to discipline under this administrative regulation, including, but not limited to, counseling and an anger management program. (Education Code 48900(v))~~

~~Alternatives to suspension or expulsion shall be used with students who are truant, tardy, or otherwise absent from assigned school activities.~~

~~(cf. 5113 – Absences and Excuses) (cf. 5113.1 – Truancy)~~

Suspension from Class by a Teacher ~~Removal from Class by a Teacher/Parental Attendance~~

A teacher may suspend any student from his/her class for the remainder of the day and the following day for any act **specified in Ed Code 48900** and listed **as items #1-18 under** in "Grounds for Suspension and Expulsion: **Grades K-12**" above **or for disruption or willful defiance at any grade level, including grades K-8.** (Education Code 48910)

A teacher also may refer a student to the principal or designee for consideration of suspension from school. (Education Code 48910)

When **suspending** ~~removing~~ a student from his/her class, the teacher shall immediately report this action to the principal or designee and send the student to the principal or designee for appropriate action. The student shall be appropriately supervised during the class periods from which he/she has been removed. (Education Code 48910)

As soon as possible **after the teacher decides to suspend the student**, the teacher shall ask the student's parent/guardian to attend a parent-teacher conference regarding the **suspension removal**. A counselor or psychologist may attend the conference if it is practicable, and a school administrator shall attend if either the parent/guardian or teacher so requests. (Education Code 48910)

A student **suspended** ~~removed~~ from class shall not be returned to class during the period of **the suspension removal** without the approval of the teacher of the class and the principal **or designee**. (Education Code 48910)

A student **suspended** ~~removed~~ from class shall not be placed in another regular class during the period of removal. However, if a student is assigned to more than one class per day, he/she may be placed in any other regular classes except those held at the same time as the class from which the student was **suspended** ~~removed~~. (Education Code 48910)

The teacher of any class from which a student is removed may require the student to complete any assignments and tests missed during the removal. (Education Code 48913)

Pursuant to Board policy, a teacher may provide that the parent/guardian of a student whom the teacher has removed attend a portion of a school day in his/her child's classroom. When a teacher makes this request, the principal shall send the parent/guardian a written notice that the parent/guardian's attendance is requested pursuant to law. (Education Code 48900.1)

This notice shall also:

1. Inform the parent/guardian when his/her presence is expected and by what means he/she may arrange an alternate date
2. State that if the parent/guardian does not have a means of transportation to school, he/she may ride the school bus with the student
3. Ask the parent/guardian to meet with the principal after the visit and before leaving school, as required by Education Code 48900.1

Suspension by Superintendent, Principal, or Principal's Designee

To implement disciplinary procedures at a school site, the principal may, in writing, designate as the principal's designee another administrator or, if the principal is the only administrator at the school site, a certificated employee. As necessary, the principal may, in writing, also designate another administrator or certificated employee as the secondary designee to assist with disciplinary procedures when the principal and the principal's primary designee are absent from the school site.

The Superintendent, principal, or designee ~~may~~ shall immediately suspend a student found at school or at a school activity to have committed ~~for~~ any of the acts listed in the Board policy under "Authority to Expel" for which a recommendation of expulsion is required (Education Code 48915(c)) in "Grounds for Suspension and Expulsion" above. A student ~~may be suspended only when the Superintendent or principal has determined that other means of correction have failed to bring about proper conduct in the student.~~ (Education Code 48900.5)

Suspension may be imposed upon a first offense if the Superintendent, ~~or~~ principal, or designee determines that the student violated items #1-5 listed in "Grounds for Suspension and Expulsion: Grades K-12" above or if the student's presence causes a danger to persons or property or threatens to disrupt the instructional process. (Education Code 48900.5)

For all other offenses, a student may be suspended only when the Superintendent or principal has determined that other means of correction have failed to bring about proper conduct. (Education Code 48900.5)

When other means of correction are implemented prior to imposing suspension or supervised suspension upon a student, the Superintendent, principal, or designee shall document the other means of correction used and retain the documentation in the student's record. (Education Code 48900.5)

The Superintendent or principal shall immediately suspend any student found at school or at a school activity to be: (Education Code 48915)

- ~~1. Possessing, as verified by a district employee, selling, or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the item from a certificated school employee, with the principal or designee's concurrence~~
- ~~2. Brandishing a knife, as defined in Education Code 48915(g), at another person~~
- ~~3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058~~
- ~~4. Committing or attempting to commit a sexual assault or committing a sexual battery as defined in item #14 under "Grounds for Suspension and Expulsion" above~~

~~5. Possession of an explosive as defined in 18 USC 921~~

~~Explosive means a destructive device and includes, but is not limited to, any explosive, incendiary, or poison gas bomb, grenade, rocket having a propellant charge of more than four ounces, missile having an explosive or incendiary charge of more than one quarter ounce, mine, or similar device. A destructive device includes any other type of weapon (except a shotgun or shotgun shell recognized by the United States Secretary of Army as suitable for sporting purposes) which might be converted to project an explosive. (18 USC 921)~~

Length of Suspension

The Superintendent, principal, or designee may suspend a student from school for not more than five consecutive school days unless the suspension is extended pending expulsion. (Education Code 48911)

A student may be suspended from school for not more than 20 school days in any school year unless, for purposes of adjustment, the student enrolls in or is transferred to another regular school, an opportunity school, or continuation school or class, in which case suspension shall not exceed 30 days in any school year. However, this restriction on the number of days of suspension does not apply when the suspension is extended pending an expulsion. (Education Code 48903, 48911, 48912)

(cf. 6184 - Continuation Education)

The district may count suspensions that occur while a student is enrolled in another school district toward the maximum number of days for which the student may be suspended in any school year. (Education Code 48903)

Due Process Procedures for Suspension

Suspensions shall be imposed in accordance with the following procedures:

~~Suspensions shall be initiated according to the following procedures:~~

1. Informal Conference: Suspension shall be preceded by an informal conference conducted by the Superintendent, principal, or principal's designee with the student and, whenever practicable, the teacher, supervisor, or school employee who referred the student to the principal. At the conference, the student shall be informed of the reason for the disciplinary action, **including the other means of correction that were attempted before the suspension as required pursuant to Education Code 48900.5**, presented with the evidence against him/her, and given the opportunity to present his/her version and evidence in support of his/her defense. (Education Code 48911)

This conference may be omitted if the Superintendent, principal, or designee determines that an emergency situation exists. An emergency situation involves a clear and present danger to the lives, safety, or health of students or school personnel. If a student is suspended without this conference, both the parent/guardian and student shall be notified of the student's right to return to school for the purpose of the conference. The conference shall be held within two school days, unless the student waives his/her right to it or is physically unable to attend for any reason. In such case, the conference shall be held as soon as the student is physically able to return to school. (Education Code 48911)

2. Administrative Actions: All requests for student suspension are to be processed by the principal or designee of the school in which the student is enrolled at the time of the misbehavior. A school employee shall report the suspension, including the name of the student and the cause for the suspension, to the Superintendent or designee. (Education Code 48911)

3. Notice to Parents/Guardians: At the time of the suspension, a school employee shall make a reasonable effort to contact the parent/guardian by telephone or in person. Whenever a student is suspended, the parent/guardian shall be notified in writing of the suspension.

(Education Code 48911)

This notice shall state the specific offense committed by the student. (Education Code 48900.8)

In addition, the notice may state the date and time when the student may return to school. ~~If school officials wish to ask the parent/guardian to confer regarding matters pertinent to the suspension, the notice may add that state law requires the parent/guardian to respond to such requests without delay.~~

4. Parent/Guardian Conference: Whenever a student is suspended, school officials **may request a meeting** ~~meet~~ with the parent/guardian to discuss the causes and duration of the suspension, the school policy involved, and any other pertinent matter. (Education Code 48914)

If school officials request to meet with the parent/guardian, the notice may state that the law requires the parent/guardian to respond to such requests without delay. ~~While the parent/guardian is required to respond without delay to a request for a conference about a student's behavior, However,~~ no penalties may be imposed on the student for the failure of the parent/guardian to attend such a conference. The student may not be denied readmission solely because the parent/guardian failed to attend the conference. (Education Code 48911)

5. Extension of Suspension: If the Board is considering the expulsion of a suspended student from any school or the suspension of a student for the balance of the semester from continuation school, the Superintendent or designee may, in writing, extend the suspension until such time as the Board has made a decision, **provided the following requirements are followed:** (Education Code 48911)

- a. ~~Any~~ **The** extension of the original period of suspension shall be preceded by notice of such extension with an offer to hold a conference concerning the extension, giving the student an opportunity to be heard. This conference may be held in conjunction with a meeting requested by the student or parent/guardian to challenge the original suspension.
- b. ~~Extension of the suspension may be made only if~~ The Superintendent or designee determines, following a meeting in which the student and the student's parent/guardian were invited to participate, that the student's presence at the school or at an alternative school would endanger persons or property or threaten to disrupt the instructional process. (Education Code 48911)
- c. If the student involved is a foster youth, the Superintendent or designee shall notify the district liaison for foster youth of the need to invite the student's attorney and a representative of the appropriate county child welfare agency to attend the meeting. (Education Code 48853.5, 48911, 48918.1)
- d. **If the student involved is a homeless child or youth, the Superintendent or designee shall notify the district liaison for homeless students. (Education Code 48918.1)**

In **lieu of or in** addition to suspending a student, the Superintendent, principal, or designee may provide services or require the student to participate in an alternative disciplinary program designed to correct his/her behavior and keep him/her in school.

Suspension by the Board

The Board of Trustees may suspend a student for any of the acts listed in "Grounds for Suspension and Expulsion: **Grades K-12**" and **Additional Grounds for Suspension and Expulsion: Grades 4-12,**" above and within the limits specified in "Suspension by Superintendent, Principal, or ~~Principal's~~ Designee" above. (Education Code 48912)

The Board may suspend a student enrolled in a continuation school or class for a period not longer than the remainder of the semester ~~if any of the acts listed in "Grounds for Suspension and Expulsion" occurred.~~ The suspension shall meet the requirements of Education Code 48915.

(Education Code 48912.5)

When the Board is considering a suspension, disciplinary action, or any other action (except expulsion) against any student, it shall hold closed sessions if a public hearing would lead to disclosure of information violating a student's right to privacy under Education Code 49073-49079. (Education Code 35146, 48912)

The Board shall provide the student and his/her parent/guardian with written notice of the closed session by registered or certified mail or personal service. Upon receiving this notice, the student or parent/guardian may request a public meeting, and this request shall be granted if made in writing within 48 hours after receipt of the Board's notice. However, any discussion that conflicts with any other student's right to privacy still shall be held in closed session. (Education Code 35146, 48912)

On-Campus Suspension ~~Supervised Suspension Classroom~~

Students for whom an expulsion action has not been initiated and who pose no imminent danger or threat to the school, students, or staff may be assigned to a supervised classroom **an on-campus** suspension in a separate classroom, building, or site for the entire period of suspension. The following conditions shall apply: (Education Code 48911.1)

1. The supervised suspension classroom shall be staffed in accordance with law.
2. The student shall have access to appropriate counseling services.
3. The supervised **on-campus** suspension classroom shall promote completion of schoolwork and tests missed by the student during the suspension.
4. The student shall be responsible for contacting his/her teacher(s) to receive assignments to be completed in the supervised suspension classroom. The teacher(s) shall provide all assignments and tests that the student will miss while suspended. If no such work is assigned, the person supervising the suspension classroom shall assign schoolwork.

At the time a student is assigned to a supervised suspension classroom, the principal or designee shall notify the student's parent/guardian in person or by telephone. When the assignment is for longer than one class period, this notification shall be made in writing. (Education Code 48911.1)

Superintendent or Principal's Authority to Recommend Expulsion ~~Authority to Expel~~

~~A student may be expelled only by the Board. The Board shall expel, as required by law, any student found to have committed any offense listed below under "Mandatory Recommendation and Mandatory Expulsion." (Education Code 48915)~~

~~The Board also may order a student expelled for any of the acts listed above under "Grounds for Suspension and Expulsion" upon recommendation by the principal, Superintendent, hearing officer, or administrative panel, based on either or both of the following finding(s):- (Education Code 48915(b) and (e))~~

- ~~1. That other means of correction are not feasible or have repeatedly failed to bring about proper conduct~~
- ~~2. That due to the nature of the violation, the presence of the student causes a continuing danger to the physical safety of the student or others~~

Mandatory Recommendation for Expulsion

Unless the principal, Superintendent or designee finds that expulsion is inappropriate due to particular circumstances, the principal or the Superintendent or designee shall recommend a student's expulsion for any of the following acts: (Education Code 48915(a))

1. Causing serious physical injury to another person, except in self-defense
2. Possession of any knife as defined in Education Code 48915(g), explosive, or other

dangerous object of no reasonable use to the student

3. Unlawful possession of any controlled substance, as listed in Health and Safety Code 11053-11058, except for the first offense for the possession of not more than one ounce of marijuana, other than concentrated cannabis
4. Robbery or extortion
5. Assault or battery, as defined in Penal Code 240 and 242, upon any school employee

In determining whether or not to recommend the expulsion of a student, the Superintendent, principal, or designee shall act as quickly as possible to ensure that the student does not lose instructional time. (Education Code 48915)

~~Mandatory Recommendation and Mandatory Expulsion~~

~~Unless the Superintendent, principal, or designee determines that expulsion should not be recommended under the circumstances or that an alternative means of correction would address the conduct, he/she shall recommend a student's expulsion for any of the following acts: (Education Code 48915(a))~~

- ~~1. Possessing, as verified by a district employee, selling, or otherwise furnishing a firearm, unless the student had obtained prior written permission to possess the firearm from a certificated school employee, with the principal or designee's concurrence~~
- ~~2. Brandishing a knife as defined in Education Code 48915(g) at another person~~
- ~~3. Unlawfully selling a controlled substance listed in Health and Safety Code 11053-11058~~
- ~~4. Committing or attempting to commit a sexual assault or committing a sexual battery as defined in item #14 under "Grounds for Suspension and Expulsion" above~~
- ~~5. Possessing an explosive as defined in 18 USC 921~~

~~Upon finding that the student committed any of the above acts, the Board shall expel the student. (Education Code 48915)~~

Student's Right to Expulsion Hearing

The student is entitled to a hearing to determine whether the student should be expelled. The hearing shall be held within 30 school days after the principal or Superintendent or designee determines that one of the acts listed under "Grounds for Suspension and Expulsion" has occurred. (Education Code 48918(a))

The student is entitled to at least one postponement of an expulsion hearing for a period of not more than 30 calendar days. The request for postponement shall be in writing. Any subsequent postponement may be granted at the Board's discretion. (Education Code 48918(a))

If the Board finds it impractical during the regular school year to comply with these time requirements for conducting an expulsion hearing, the Superintendent or designee may, for good cause, extend the time period by an additional five school days. Reasons for the extension shall be included as a part of the record when the expulsion hearing is held. (Education Code 48918(a))

If the Board finds it impractical to comply with the time requirements of the expulsion hearing due to a summer recess of Board meetings of more than two weeks, the days during the recess shall not be counted as school days. The days not counted during the recess may not exceed 20 school days, as defined in Education Code 48925. Unless the student requests in writing that the expulsion hearing be postponed, the hearing shall be held not later than 20 calendar days prior to the first day of the next school year. (Education Code 48918(a))

Once the hearing starts, all matters shall be pursued with reasonable diligence and concluded without unnecessary delay. (Education Code 48918(a))

Stipulated Expulsion

After a determination that a student has committed an expellable offense, the Superintendent, principal, or designee shall offer the student and parent/guardian the option to waive a hearing and stipulate to the expulsion or to a suspension of the expulsion under certain conditions. The offer shall be made only after the student or parent/guardian has been given written notice of the expulsion hearing pursuant to Education Code 48918.

The stipulation agreement shall be in writing and shall be signed by the student and parent/guardian. The stipulation agreement shall include notice of all the rights that the student is waiving, including the waiving of the right to have a full hearing, to appeal the expulsion to the County Board of Education, and to consult legal counsel.

A stipulated expulsion agreed to by the student and parent/guardian shall be effective upon approval by the Board.

Rights of Complaining Witness

An expulsion hearing involving allegations of sexual assault or sexual battery may be postponed for one school day in order to accommodate the special physical, mental, or emotional needs of a student who is the complaining witness. (Education Code 48918.5)

Whenever the Superintendent or designee recommends an expulsion hearing that addresses allegations of sexual assault or sexual battery, he/she shall give the complaining witness a copy of the district's suspension and expulsion policy and regulation and shall advise the witness of his/her right to: (Education Code 48918.5)

1. Receive five days' notice of his/her scheduled testimony at the hearing
2. Have up to two adult support persons of his/her choosing present at the hearing at the time he/she testifies
3. Have a closed hearing during the time he/she testifies

Whenever any allegation of sexual assault or sexual battery is made, the Superintendent or designee shall immediately advise complaining witnesses and accused students to refrain from personal or telephone contact with each other during the time when an expulsion process is pending. (Education Code 48918.5)

Written Notice of the Expulsion Hearing

Written notice of the expulsion hearing shall be forwarded to the student and the student's parent/guardian at least 10 calendar days before the date of the hearing. The notice shall include: (Education Code 48900.8, 48918(b))

1. The date and place of the hearing.
2. A statement of the specific facts, charges, and offense upon which the proposed expulsion is based.
3. A copy of district disciplinary rules which relate to the alleged violation.
4. Notification of the student's or parent/guardian's obligation, pursuant to Education Code 48915.1, to provide information about the student's status in the district to any other district in which the student seeks enrollment.

This obligation applies when a student is expelled for acts other than those described in Education Code 48915(a) or (c).

5. The opportunity for the student or the student's parent/guardian to appear in person or be

represented by legal counsel or by a nonattorney advisor.

Legal counsel means an attorney or lawyer who is admitted to the practice of law in California and is an active member of the State Bar of California.

Nonattorney advisor means an individual who is not an attorney or lawyer, but who is familiar with the facts of the case and has been selected by the student or student's parent/guardian to provide assistance at the hearing.

6. The right to inspect and obtain copies of all documents to be used at the hearing.
7. The opportunity to confront and question all witnesses who testify at the hearing.
8. The opportunity to question all evidence presented and to present oral and documentary evidence on the student's behalf, including witnesses.

Additional Notice of Expulsion Hearing for Foster Youth and Homeless Students

If the student facing expulsion is a foster student, the Superintendent or designee shall also send notice of the hearing to the student's attorney and a representative of an appropriate child welfare agency at least 10 days prior to the hearing. (Education Code 48918.1)

If the student facing expulsion is a homeless student, the Superintendent or designee shall also send notice of the hearing to the district liaison for homeless students at least 10 days prior to the hearing. (Education Code 48918.1)

Any notice for these purposes may be provided by the most cost-effective method possible, including by email or a telephone call. (Education Code 48918.1)

~~At least 10 days prior to a hearing to determine if a student who is a foster youth as defined under Education Code 48853.5 should be expelled for an offense not requiring a mandatory recommendation for expulsion, the Superintendent or designee shall notify the student's attorney and a representative of an appropriate county child welfare agency. If the hearing is pursuant to an offense requiring a mandatory expulsion recommendation, the Superintendent or designee may provide the same notification. The notice shall be provided by the most cost-effective method possible, including by email or a telephone call. (Education Code 48918.1)~~

Conduct of Expulsion Hearing

1. Closed Session: Notwithstanding the provisions of Government Code 54953 and Education Code 35145, the Board shall conduct a hearing to consider the expulsion of the student in a session closed to the public unless the student requests in writing at least five days prior to the hearing that the hearing be a public meeting. If such a request is made, the meeting shall be public unless another student's privacy rights would be violated. (Education Code 48918(c))

Whether the expulsion hearing is held in closed or public session, the Board may meet in closed session to deliberate and determine whether or not the student should be expelled. If the Board admits any other person to this closed session, the parent/guardian, the student, and the counsel of the student also shall be allowed to attend the closed session. (Education Code 48918(c))

If a hearing that involves a charge of sexual assault or sexual battery is to be conducted in public, a complaining witness shall have the right to have his/her testimony heard in closed session when testifying in public would threaten serious psychological harm to the witness and when there are no alternative procedures to avoid the threatened harm, including, but not limited to, videotaped deposition or contemporaneous examination in another place communicated to the hearing room by closed-circuit television. (Education Code 48918(c))

2. Record of Hearing: A record of the hearing shall be made and may be maintained by any means, including electronic recording, as long as a reasonably accurate and complete written transcription of the proceedings can be made. (Education Code 48918(g))

3. Subpoenas: Before commencing a student expulsion hearing, the Board may issue subpoenas, at the request of either the student or the Superintendent or designee, for the personal appearance at the hearing of any person who actually witnessed the action that gave rise to the recommendation for expulsion. After the hearing has commenced, the Board or the hearing officer or administrative panel may issue such subpoenas at the request of the student or the County Superintendent of Schools or designee. All subpoenas shall be issued in accordance with the Code of Civil Procedure 1985-1985.2 and enforced in accordance with Government Code 11455.20. (Education Code 48918(i))

Any objection raised by the student or the Superintendent or designee to the issuance of subpoenas may be considered by the Board in closed session, or in open session if so requested by the student, before the meeting. The Board's decision in response to such an objection shall be final and binding. (Education Code 48918(i))

If the Board determines, or if the hearing officer or administrative panel finds and submits to the Board, that a witness would be subject to unreasonable risk of harm by testifying at the hearing, a subpoena shall not be issued to compel the personal attendance of that witness at the hearing. However, that witness may be compelled to testify by means of a sworn declaration as described in item #4 below. (Education Code 48918(i))

4. Presentation of Evidence: Technical rules of evidence shall not apply to the expulsion hearing, but relevant evidence may be admitted and used as proof only if it is the kind of evidence on which reasonable persons can rely in the conduct of serious affairs. The decision of the Board to expel shall be supported by substantial evidence that the student committed any of the acts pursuant to Education Code 48900 and listed in "Grounds for Suspension and Expulsion: Grades K-12" and Additional Grounds for Suspension and Expulsion: Grades 4-12" above. (Education Code 48918(h))

Findings of fact shall be based solely on the evidence at the hearing. While no finding shall be based solely on hearsay, sworn declarations may be admitted as testimony from witnesses whose disclosure of their identity or testimony at the hearing may subject them to an unreasonable risk of physical or psychological harm. (Education Code 48918(f))

In cases where a search of a student's person or property has occurred, evidence describing the reasonableness of the search shall be included in the hearing record.

5. Testimony by Complaining Witnesses: The following procedures shall be observed when hearings involve allegations of sexual assault or sexual battery by a student: (Education Code 48918, 48918.5)
 - a. Any complaining witness shall be given five days' notice before being called to testify.
 - b. Any complaining witness shall be entitled to have up to two adult support persons, including, but not limited to, a parent/guardian or legal counsel, present during his/her testimony.
 - c. Before a complaining witness testifies, support persons shall be admonished that the hearing is confidential.
 - d. The person presiding over the hearing may remove a support person whom he/she finds is disrupting the hearing.
 - e. If one or both support persons are also witnesses, the hearing shall be conducted in accordance with Penal Code 868.5.
 - f. Evidence of specific instances of prior sexual conduct of a complaining witness shall be presumed inadmissible and shall not be heard unless the person conducting the hearing determines that extraordinary circumstances require the evidence to be heard. Before such a determination is made, the complaining witness shall be given notice and an opportunity to oppose the introduction of this evidence. In the hearing on the admissibility of this evidence, the complaining witness shall be entitled to be represented by a parent/guardian, legal counsel, or other support person. Reputation

or opinion evidence regarding the sexual behavior of a complaining witness shall not be admissible for any purpose.

- g. In order to facilitate a free and accurate statement of the experiences of the complaining witness and to prevent discouragement of complaints, the district shall provide a nonthreatening environment.
 - i. The district shall provide a room separate from the hearing room for the use of the complaining witness before and during breaks in testimony.
 - ii. At the discretion of the person conducting the hearing, the complaining witness shall be allowed reasonable periods of relief from examination and cross-examination during which he/she may leave the hearing room.
 - iii. The person conducting the hearing may:
 - A. Arrange the seating within the hearing room so as to facilitate a less intimidating environment for the complaining witness
 - B. Limit the time for taking the testimony of a complaining witness to the hours he/she is normally in school, if there is no good cause to take the testimony during other hours
 - C. Permit one of the support persons to accompany the complaining witness to the witness stand
6. Decision: The Board's decision as to whether to expel a student shall be made within 40 school days after the student is removed from his/her school of attendance, unless the student requests in writing that the decision be postponed. (Education Code 48918(a))

Alternative Expulsion Hearing: Hearing Officer or Administrative Panel

Instead of conducting an expulsion hearing itself, the Board may contract with the county hearing officer or with the Office of Administrative Hearings of the State of California for a hearing officer. Alternatively, the Board may appoint an impartial administrative panel composed of three or more certificated personnel, none of whom shall be members of the Board or on the staff of the school in which the student is enrolled. (Education Code 48918(d))

A hearing conducted by the hearing officer or administrative panel shall conform to the same procedures applicable to a hearing conducted by the Board as specified above in "Conduct of Expulsion Hearing," including the requirement to issue its decision within 40 school days of the student's removal from school, unless the student requests that the decision be postponed. (Education Code 48918(a) and (d))

The hearing officer or administrative panel shall, within three school days after the hearing, determine whether to recommend expulsion of the student to the Board. If expulsion is not recommended, the expulsion proceeding shall be terminated and the student shall be immediately reinstated and permitted to return to the classroom instructional program from which the referral was made, unless another placement is requested in writing by the student's parent/guardian. Before the student's placement decision is made by the student's parent/guardian, the Superintendent or designee shall consult with the parent/guardian and district staff, including the student's teachers, regarding other placement options for the student in addition to the option to return to the classroom instructional program from which the student's expulsion referral was made. ~~The Superintendent or designee shall place the student in a classroom instructional program, any other instructional program, a rehabilitation program, or any combination of these programs after consulting with district staff, including the student's teachers, and with the student's parent/guardian. The decision to not recommend expulsion shall be final. (Education Code 48918(e)).~~

If expulsion is recommended, findings of fact in support of the recommendation shall be prepared and submitted to the Board. All findings of fact and recommendations shall be based solely on the evidence presented at the hearing. The Board may accept the

recommendation based either upon a review of the findings of fact and recommendations submitted or upon the results of any supplementary hearing the Board may order. (Education Code 48918(f))

In accordance with Board policy, the hearing officer or administrative panel may recommend that the Board suspend the enforcement of the expulsion, the student shall not be reinstated and permitted to return to the classroom instructional program from which the referral was made until the Board has ruled on the recommendation for a period of one year. (Education Code 48917, 48918)

~~The Board shall make its decision about the student's expulsion within 40 school days after the date of the student's removal from school unless the student requests in writing that the decision be postponed. (Education Code 48918(a))~~

Final Action by the Board

Whether the expulsion hearing is conducted in closed or public session by the Board, a hearing officer, or an administrative panel or is waived through the signing of a stipulated expulsion agreement, the final action to expel shall be taken by the Board at a public meeting. (Education Code 48918(j))

If the Board conducts the hearing and reaches a decision not to expel, this decision shall be final and the student shall be reinstated immediately. If the decision is to suspend the enforcement of the expulsion, the student shall be reinstated under the conditions of the suspended expulsion.

Upon ordering an expulsion, the Board shall set a date when the student shall be reviewed for readmission to a school within the district. For a student expelled for any an act listed under "Mandatory Recommendation and Mandatory Expulsion" listed in the section "Authority to Expel" in the accompanying Board policy above, this date shall be one year from the date the expulsion occurred, except that the Board may set an earlier date on a case-by-case basis. For a student expelled for other acts, this date shall be no later than the last day of the semester following the semester in which the expulsion occurred. If an expulsion is ordered during the summer session or the intersession period of a year-round program, the Board shall set a date when the student shall be reviewed for readmission not later than the last day of the semester following the summer session or intersession period in which the expulsion occurred. (Education Code 48916)

At the time of the expulsion order, the Board shall recommend a plan for the student's rehabilitation, which may include: (Education Code 48916)

1. Periodic review, as well as assessment at the time of review, for readmission
2. Recommendations for improved academic performance, tutoring, special education assessments, job training, counseling, employment, community service, or other rehabilitative programs

With parent/guardian consent, students who have been expelled for reasons relating to controlled substances or alcohol may be required to enroll in a county-sponsored drug rehabilitation program before returning to school. (Education Code 48916.5)

Written Notice to Expel

The Superintendent or designee shall send written notice of the decision to expel to the student or parent/guardian. This notice shall include the following:

1. The specific offense committed by the student for any of the causes for suspension or expulsion listed in Education Code 48900, 48900.2, 48900.3, 48900.4, 48900.7, or 48915 (Education Code 48900.8)
2. The fact that a description of readmission procedures will be made available to the student and his/her parent/guardian (Education Code 48916)
3. Notice of the right to appeal the expulsion to the County Board of Education (Education

Code 48918)

4. Notice of the alternative educational placement to be provided to the student during the time of expulsion (Education Code 48918)
5. Notice of the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915.1 (Education Code 48918)

Decision Not to Enforce Expulsion Order

In accordance with Board policy, when deciding whether to suspend the enforcement of an expulsion, the Board shall take into account the following criteria:

1. The student's pattern of behavior
2. The seriousness of the misconduct
3. The student's attitude toward the misconduct and his/her willingness to follow a rehabilitation program.

The suspension of the enforcement of an expulsion shall be governed by the following:

1. The Board may, as a condition of the suspension of enforcement, assign the student to a school, class, or program appropriate for the student's rehabilitation. This rehabilitation program may provide for the involvement of the student's parent/guardian in the student's education. However, a parent/guardian's refusal to participate in the rehabilitation program shall not be considered in the Board's determination as to whether the student has satisfactorily completed the rehabilitation program. (Education Code 48917)
2. During the period when enforcement of the expulsion order is suspended, the student shall be on probationary status. (Education Code 48917)
3. The suspension of the enforcement of an expulsion order may be revoked by the Board if the student commits any of the acts listed under "Grounds for Suspension and Expulsion: Grades K-12" or "Additional Grounds for Suspension and Expulsion: Grades 4-12" above or violates any of the district's rules and regulations governing student conduct. (Education Code 48917)
4. When the suspension of the enforcement of an expulsion order is revoked, a student may be expelled under the terms of the original expulsion order. (Education Code 48917)
5. Upon satisfactory completion of the rehabilitation assignment, the Board shall reinstate the student in a district school. Upon reinstatement, the Board may order the expunging of any or all records of the expulsion proceedings. (Education Code 48917)
6. The Superintendent or designee shall send written notice of any decision to suspend the enforcement of an expulsion order during a period of probation to the student or parent/guardian. The notice shall also inform the parent/guardian of the right to appeal the expulsion to the County Board, the alternative educational placement to be provided to the student during the time of expulsion, and the student's or parent/guardian's obligation to inform any new district in which the student seeks to enroll of the student's status with the expelling district, pursuant to Education Code 48915. (Education Code 48918(j))
7. Suspension of the enforcement of an expulsion order shall not affect the time period and requirements for the filing of an appeal of the expulsion order with the County Board. (Education Code 48917)

Right to Appeal

The student or parent/guardian is entitled to file an appeal of the Board's decision with the County Board. The appeal must be filed within 30 days of the Board's decision to expel, even if the expulsion action is suspended and the student is placed on probation. (Education Code 48919)

The student shall submit a written request for a copy of the written transcripts and supporting documents from the district simultaneously with the filing of the notice of appeal with the County Board. The district shall provide the student with these documents within 10 school days following the student's written request. (Education Code 48919)

Notification to Law Enforcement Authorities

Prior to the suspension or expulsion of any student, the principal or designee shall notify appropriate city or county law enforcement authorities of any student acts of assault which may have violated Penal Code 245. (Education Code 48902)

The principal or designee also shall notify appropriate city or county law enforcement authorities of any student acts which may involve the possession or sale of narcotics or of a controlled substance. In addition, law enforcement authorities shall be notified regarding any acts by students or nonstudents regarding the possession, sale, or furnishing of firearms, explosives, or other dangerous weapons in violation of Education Code 48915(c)(1) or (5) or Penal Code 626.9 and 626.10. (Education Code 48902)

Within one school day after a student's suspension or expulsion, the principal or designee shall notify appropriate city or county law enforcement authorities, by telephone or other appropriate means, of any student acts which may violate Education Code 48900(c) or (d), relating to the possession, use, offering, or sale of controlled substances, alcohol, or intoxicants of any kind. (Education Code 48902)

Placement During Expulsion ~~Post-Expulsion Placements~~

The Board shall refer expelled students to a program of study that is: (Education Code 48915, 48915.01)

1. Appropriately prepared to accommodate students who exhibit discipline problems
2. Not provided at a comprehensive middle, junior, or senior high school or at any elementary school, unless the program is offered at a community day school established at such a site
3. Not housed at the school site attended by the student at the time of suspension

When the placement described above is not available, and when the County Superintendent so certifies, students expelled for acts described in items #6-12 and #19-21 under "Grounds for Suspension and Expulsion: Grades K-12" and items #1-3 under "Additional Grounds for Suspension and Expulsion: Grades 4-12" above may be instead referred to a program of study that is provided at another comprehensive middle, junior, or senior high school, or at an elementary school. (Education Code 48915)

The program for a student expelled from any of grades K-6 shall not be combined or merged with programs offered to students in any of grades 7-12. (Education Code 48916.1)

Readmission After Expulsion

~~Readmission procedures shall be as follows:~~

Prior to the date set by the Board for the student's readmission:

~~1. On the date set by the Board when it ordered the expulsion, the district shall consider readmission of the student. (Education Code 48916)~~

1. The Superintendent or designee shall hold a conference with the parent/guardian and the

student. At the conference the student's rehabilitation plan shall be reviewed and the Superintendent or designee shall verify that the provisions of this plan have been met. School regulations shall be reviewed and the student and parent/guardian shall be asked to indicate in writing their willingness to comply with these regulations.

2. The Superintendent or designee shall transmit to the Board his/her recommendation regarding readmission. The Board shall consider this recommendation in closed session ~~if information would be disclosed in violation of Education Code 49073-49079~~. If a written request for open session is received from the parent/guardian or adult student, it shall be honored **to the extent that privacy rights of other students are not violated**.
3. If the readmission is granted, the Superintendent or designee shall notify the student and parent/guardian, by registered mail, of the Board's decision regarding readmission.
4. The Board may deny readmission only if it finds that the student has not satisfied the conditions of the rehabilitation plan or that the student continues to pose a danger to campus safety or to other district students or employees. (Education Code 48916)
5. If the Board denies the readmission of a student, the Board shall determine either to continue the student's placement in the alternative educational program initially selected or to place the student in another program that serves expelled students, including placement in a county community school. (Education Code 48916)
6. The Board shall provide written notice to the expelled student and parent/guardian describing the reasons for denying readmittance into the regular program. This notice shall indicate the Board's determination of the educational program which the Board has chosen. The student shall enroll in that program unless the parent/guardian chooses to enroll the student in another school district. (Education Code 48916)

No student shall be denied readmission into the district based solely on the student's arrest, adjudication by a juvenile court, formal or informal supervision by a probation officer, detention in a juvenile facility, enrollment in a juvenile court school, or other such contact with the juvenile justice system. (Education Code 48645.5)

Maintenance of Records

The **district** Board shall maintain a record of each **suspension and** expulsion, including the specific cause(s) of the expulsion. **(Education Code 48900.8)**

The expulsion record shall be maintained in the student's mandatory interim record and sent to any school in which the student subsequently enrolls upon receipt of a written request by the admitting school. (Education Code 48900.8, 48918(k))

The Superintendent or designee shall, within five working days, honor any other district's request for information about an expulsion from this district. (Education Code 48915.1)

Outcome Data

~~The Superintendent or designee shall maintain the following data: (Education Code 48900.8, 48916.1)~~

- ~~1. The number of students recommended for expulsion~~
- ~~2. The specific grounds for each recommended expulsion~~
- ~~3. Whether the student was subsequently expelled~~
- ~~4. Whether the expulsion order was suspended~~
- ~~5. The type of referral made after the expulsion~~
- ~~6. The disposition of the student after the end of the expulsion period~~

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State

CCP. 1985-1997
 Civ. Code 47
 Civ. Code 48.8
 Ed. Code 17292.5
 Ed. Code 1981-1981.5
 Ed. Code 212.5
 Ed. Code 233
 Ed. Code 32261
 Ed. Code 35145
 Ed. Code 35146
 Ed. Code 35291
 Ed. Code 35291.5
 Ed. Code 48645.5
 Ed. Code 48660-48666
 Ed. Code 48853.5
 Ed. Code 48900-48927
 Ed. Code 48950
 Ed. Code 48980
 Ed. Code 49073-49079
 Ed. Code 52052
 Ed. Code 52060-52077
 Ed. Code 64000-64001
 Ed. Code 8239.1
 Gov. Code 11455.20
 Gov. Code 54950-54963
 H&S Code 11014.5
 H&S Code 11053-11058
 Lab. Code 230.7
 Pen. Code 240
 Pen. Code 241.2
 Pen. Code 242
 Pen. Code 243.2
 Pen. Code 243.4
 Pen. Code 245
 Pen. Code 245.6
 Pen. Code 261
 Pen. Code 266c
 Pen. Code 286
 Pen. Code 288
 Pen. Code 288a
 Pen. Code 289
 Pen. Code 31
 Pen. Code 417.27
 Pen. Code 422.55
 Pen. Code 422.6
 Pen. Code 422.7
 Pen. Code 422.75
 Pen. Code 626.10
 Pen. Code 626.2

Description

[Production of evidence; means of production](#)
[Privileged communication](#)
[Defamation liability](#)
 Program for expelled students
 Enrollment of students in community school
 Sexual harassment
 Hate violence
 Interagency School Safety Demonstration Act of 1985
 Open board meetings
 Closed sessions regarding suspensions
 Rules (for government and discipline of schools)
 Rules and procedures on school discipline
 Former juvenile court school students; enrollment
 Community day schools
 Foster youth
 Suspension and expulsion
 Speech and other communication
 Parent/Guardian notifications
 Privacy of student records
 Numerically significant student subgroups
 Local control and accountability plan
 Consolidated application
 Prohibition against expulsion of preschool student
 Contempt
 The Ralph M. Brown Act
 Drug paraphernalia
 Standards and schedules
 Employee time off to appear in school on behalf of a child
 Assault defined
 Assault fines
 Battery defined
 Battery on school property
 Sexual battery
 Assault with deadly weapon
 Hazing
 Rape defined
 Unlawful sexual intercourse
 Sodomy defined
 Lewd or lascivious acts with child under age 14
 Oral copulation, defined
 Penetration of genital or anal openings
 Principal of a crime, defined
 Laser pointers
 Definition of hate crime
 Crimes, harassment
 Aggravating factors for punishment
 Enhanced penalties for hate crimes
 Dirks, daggers, knives, razors, or stun guns
 Entry upon campus after written notice of suspension or dismissal without permission

Pen. Code 626.9
Pen. Code 868.5
W&I Code 729.6

Federal

18 USC 921
20 USC 1415(K)
20 USC 7961
42 USC 11432-11435

Management Resources

Attorney General Opinion
Attorney General Opinion
Attorney General Opinion
Attorney General Opinion
Court Decision

Court Decision

Court Decision

Court Decision

Court Decision

Court Decision
U.S. DOE, Office for Civil Rights
Publication
Website
Website

Website
Website
Website
Website

Notice

Unique Policy

Gun-Free School Zone Act of 1995
Supporting person; attendance during testimony of witness
Counseling

Description

Definitions, firearm
Placement in alternative educational setting
Gun-free schools
Education of homeless children and youths

Description

80 Ops.Cal.Atty.Gen. 348 (1997)
80 Ops.Cal.Atty.Gen. 85 (1997)
80 Ops.Cal.Atty.Gen. 91 (1997)
84 Ops.Cal.Atty.Gen. 146 (2001)
Board of Education of Sacramento City Unified School District v. Sacramento County Board of Education and Kenneth H. (2001) 85 Cal.App.4th 1321
Fremont Union High School District v. Santa Clara County Board (1991) 235 Cal. App. 3d 118
Garcia v. Los Angeles Board of Education (1991) 123 Cal. App. 3d 807
John A. v. San Bernardino School District (1982) 33 Cal. 3d 301
T.H. v. San Diego Unified School District (2004) 122 Cal. App. 4th 1267
Woodbury v. Dempsey (2003) 108 Cal. App. 4th 421
Dear Colleague Letter on the Nondiscriminatory Administration of School Discipline, January 2014
[CSBA District and County Office of Education Legal Services](#)
[U.S. Department of Education, Office of Safe and Healthy Students](#)
[California Attorney General's Office](#)
[California Department of Education](#)
[CSBA](#)
[U.S. Department of Education, Office for Civil Rights](#)

Description

This policy is unique to the district/COE and is not connected to an existing CSBA sample policy or included in regular quarterly updates from CSBA.

Cross References

Code

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0460
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1312.3-E(2)
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3513.3
3513.3

Description

[Comprehensive Safety Plan](#)
[Comprehensive Safety Plan](#)
[Local Control And Accountability Plan](#)
[Local Control And Accountability Plan](#)
[District-Sponsored Social Media](#)
[District-Sponsored Social Media](#)
[Uniform Complaint Procedures](#)
[Uniform Complaint Procedures](#)
[Uniform Complaint Procedures](#)
[Uniform Complaint Procedures](#)
[Civility](#)
[Tobacco-Free Schools](#)
[Tobacco-Free Schools](#)

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3515	Campus Security
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3515.3	District Police/Security Department
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3515.4	Recovery For Property Loss Or Damage
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4158	Employee Security
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4258	Employee Security
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4358	Employee Security
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5112.1	Exemptions From Attendance
5112.5	Open/Closed Campus
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5113	Absences And Excuses
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5113.1	Chronic Absence And Truancy
5113.11	Attendance Supervision
5116.2	Involuntary Student Transfers
5117	Interdistrict Attendance
5117	Interdistrict Attendance
5119	Students Expelled From Other Districts
5125	Student Records
5125	Student Records
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5131.1	Bus Conduct
5131.2	Bullying
5131.2	Bullying
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5131.4	Student Disturbances
5131.5	Vandalism And Graffiti
5131.6	Alcohol And Other Drugs
5131.6	Alcohol And Other Drugs
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5131.7	Weapons And Dangerous Instruments
5137	Positive School Climate
5138	Conflict Resolution/Peer Mediation
5142	Safety
5142	Safety
5144	Discipline
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5144.2	Suspension And Expulsion/Due Process (Students With Disabilities)
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5144.4	Required Parental Attendance
5145.12	Search And Seizure
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5145.6	Parent/Guardian Notifications
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5145.7	Sexual Harassment
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6145	Extracurricular And Cocurricular Activities
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9322	Agenda/Meeting Materials

OSD BOARD AGENDA ITEM

Name of Contributor: Dr. Anabolena DeGenna

Date of Meeting: February 15, 2023

Agenda Section: Section F: Board Policies, Second Reading

Second Reading & Adoption-Revision to BP & AR 6158 Independent Study (DeGenna/Santamaria)

Board Policy (BP) and Administrative Regulation (AR) 6158 Independent Study have been revised as recommended by CSBA (California School Board Association). Added language is indicated by yellow highlighted. Deleted language is indicated by strikethrough.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Associate Superintendent, Educational Services, and Principal of Independent Study that the Board of Trustees approve the revisions to Board Policy BP & AR 6158 Independent Study as presented.

ADDITIONAL MATERIALS:

Attached: [Policy BP 6158 Independent Study Revisions \(9 pgs\).pdf](#)
[Regulation AR 6158 Independent Study Revisions \(8 pgs\).pdf](#)

Policy 6158: Independent Study

Status: ADOPTED

Original Adopted Date: 07/14/2020 | **Last Revised Date:** 03/16/2022 | **Last Reviewed Date:** 03/16/2022

The Board of Trustees authorizes independent study as an optional alternative instructional strategy for students whose needs may be best met through study outside of the regular classroom setting. Independent study shall offer a means of individualizing the educational plan to serve students who desire a more challenging educational experience, whose health or other personal circumstances make classroom attendance difficult, who are unable to access course(s) due to scheduling problems, and/or who need to make up credits or fill gaps in their learning. As necessary to meet student needs, independent study may be offered ~~on a full-time or part-time basis and in conjunction with part- or full-time classroom study~~ for short- or long-term placements, on a full-time or part-time basis, and/or in conjunction with part- or full-time classroom study.

The Board shall hold a public hearing when considering the scope of its existing or prospective use of independent study as an instructional strategy, its purposes in authorizing independent study, and factors bearing specifically on the maximum realistic lengths of assignments and acceptable number of missed assignments for specific populations of students. (Education Code 51747; 5 CCR 11701)

The Superintendent or designee may provide a variety of independent study opportunities, including, but not limited to, through a program or class within a comprehensive school, an alternative school or program of choice, a charter school, and an online course.

(cf. 0420.4 - Charter School Authorization)

(cf. 6181 - Alternative Schools/Programs of Choice)

~~Except for students who, during the 2021-2022 school year, cannot participate in classroom-based instruction due to quarantine or school closure for exposure to or infection with COVID-19, student participation in independent study shall be voluntary.~~ Student participation in independent study shall be voluntary and no student shall be required to participate. (Education Code 51747, 51749.5, 51749.6)

Independent study for each student shall be under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300. Students' independent study shall be coordinated, evaluated, and documented, as prescribed by law and reflected in the accompanying administrative regulation. (Education Code 51747.5)

~~With the exception of students who, during the 2021-2022 school year, cannot participate in classroom-based instruction due to a quarantine or school closure for exposure to or infection with COVID-19, t~~ The minimum period of time for any independent study option shall be three consecutive school days. (Education Code 51747.46300)

General Independent Study Requirements

~~For the 2021-22 school year, the district shall offer independent study, as specified in Education Code 51745, to meet the educational needs of students unless the district has obtained a waiver. (Education Code 51745)~~

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For the 2022-23 school year and thereafter, t The Superintendent or designee may offer and approve independent study for an individual student upon determining that the student is prepared to meet the district's requirements for independent study participation and is likely to succeed in independent study

as well as or better than the student would in the regular classroom setting.

~~(cf. 5147 – Dropout Prevention)~~

~~(cf. 6011 – Academic Standards)~~

~~(cf. 6143 – Courses of Study)~~

~~(cf. 6146.1 – High School Graduation Requirements)~~

~~(cf. 6146.11 – Alternative Credits Toward Graduation)~~

~~(cf. 6172 – Gifted and Talented Student Program)~~

~~(cf. 6200 – Adult Education)~~

The minimum instructional minutes for students participating in independent study shall be the same as required for their peers at the school who are receiving in-person instruction for all students at each school including students participating in independent study, except as otherwise permitted by law. (Education Code 46100)

Because excessive leniency in the duration of independent study assignments may result in a student falling behind peers and increase the risk of dropping out of school, independent study assignments shall be completed no more than one week after assigned for all grade levels and types of programs. When necessary based on the specific circumstances of the student's approved program, the Superintendent or designee may allow for a longer period of time between the date an assignment is made and when it is due. However, in no event shall the due date of an assignment be extended beyond the termination date of the agreement.

An evaluation shall be conducted to determine whether it is in a student's best interest to remain in independent study whenever the student fails to make satisfactory educational progress and/or misses three assignments. Satisfactory educational progress shall be determined based on all of the following indicators: (Education Code 51747)

1. The student's achievement and engagement in the independent study program, as indicated by the student's performance on applicable student-level measures of student achievement and engagement specified in Education Code 52060
2. The completion of assignments, assessments, or other indicators that evidence that the student is working on assignments
3. Learning of required concepts, as determined by the supervising teacher

The Superintendent or designee shall ensure that students participating in independent study are provided with content aligned to grade level standards at a level of quality and intellectual challenge substantially equivalent to in-person instruction. (Education Code 51747)

The Superintendent or designee shall ensure that students participating in independent study for 15 school days or more receive the following throughout the school year: (Education Code 51747)

1. For students in grades transitional kindergarten, kindergarten, and grades 1 to 3, opportunities for daily synchronous instruction
2. For students in grades 4-8, opportunities for both daily live interaction and at least weekly synchronous instruction

The Superintendent or designee shall ensure that procedures for tiered reengagement strategies are used for all students participating in an independent study program for 15 school days or more who are: (Education Code 51747)

1. Are ~~n~~ **Not** generating attendance for more than ~~three school days or 60 percent of the instructional days in a school week, or 10~~ **ten** percent of required minimum instructional time over four continuous weeks of the district's approved instructional calendar
2. Are found to be ~~not participatory pursuant to Section 51747.5 for more than the greater of three schooldays or 60 percent of the scheduled days of synchronous instruction in a school month as applicable by grade span~~ **Not participating in synchronous instructional offerings pursuant to Education Code 51747.5 for more than 50 percent of the scheduled times of synchronous instruction in a school month as applicable by grade span**
3. Are ~~i~~ **In** violation of their written agreement

Tiered reengagement strategies procedures used in district independent study programs shall include, but are not necessarily limited to, all of the following: (Education Code 51747)

1. Verification of current contact information for each enrolled student
2. Notification to parents/guardians of lack of participation within one school day of the recording of a non-attendance day or lack of participation
3. A plan for outreach from the school to determine student needs, including connection with health and social services as necessary
4. A clear standard for requiring a student-parent-educator conference to review a student's written agreement and reconsider the independent study program's impact on the student's achievement and well-being

The Superintendent or designee shall, **for students who participate in an independent study program for 15 school days or more,** develop a plan to transition students whose families wish to return to in-person instruction from independent study expeditiously, and, in no case later, than five instructional days. ~~This requirement only applies to students participating in an independent study program for 15 school days or more.~~ (Education Code 51747)

The Superintendent or designee shall ensure that a written master agreement exists for each participating student as prescribed by law. (Education Code 51747, 51749.5)

~~The district shall provide written notice to the parents/guardians of all enrolled students of the option to enroll their child in in-person instruction or independent study during the 2021-22 school year. This notice shall be posted on the district's web site, and shall include, at a minimum, information about the right to request a student-parent-educator conference before enrollment, student rights regarding procedures for enrolling, disenrolling, and reenrolling in independent study, and the instructional time, including synchronous and asynchronous learning, that a student will have access to as part of independent study. (Education Code 51747)~~

Upon the request of the parent/guardian of a student, and before signing a written agreement as described below in the section "Master Agreement," the district shall conduct a telephone, videoconference, or in-person student-parent-educator conference or other meeting during which the student, parent/guardian, and, if requested, **their by the parent/guardian an** advocate, may ask questions about the educational options, including which curriculum offerings and nonacademic supports will be available to the student in independent study. (Education Code 51747)

Master Agreement

A written agreement shall be developed and implemented for each student participating in independent study for three or more consecutive school days. (Education Code 46300, 51747; ~~5-CCR-11703~~)

~~However, for the 2021-22 school year only, the district shall obtain a signed written agreement from~~

each student participating in an independent study program for any length of time, no later than 30 days after the first day of instruction in the independent study program. For student participation for 15 school days or more, a signed written agreement shall be obtained before the student begins independent study. For student participation of less than 15 school days, a signed written agreement shall be obtained within ten school days of the first day of the student's enrollment. (Education Code 46300, 51747)

The agreement shall include general student data, including the student's name, address, grade level, birth date, school of enrollment, and program placement.

The independent study agreement for each participating student also shall include, but are is not limited to, all of the following: (Education Code 51747; 5 CCR 11700, 11702)

1. The frequency, time, place and manner The manner, time, frequency, and place for submitting the student's assignments, reporting the student's academic progress, and communicating with a student's parent/guardian regarding the student's academic progress
2. The objectives and methods of study for the student's work and the methods used to evaluate that work
3. The specific resources that will be made available to the student, including materials and personnel, and access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work
4. A statement of the Board's policy detailing the maximum length of time allowed between an assignment and its completion, the level of satisfactory educational progress, and the number of missed assignments which will trigger an evaluation of whether the student should be allowed to continue in independent study
5. The duration of the independent study agreement, including the beginning and ending dates for the student's participation in independent study under the agreement, with a maximum of one school year
6. A statement of the number of course credits or, for the elementary grades, other measures of academic accomplishment appropriate to the agreement, to be earned by the student upon completion
7. A statement detailing the academic and other supports that will be provided to address the needs of students who are not performing at grade level, or need support in other areas, such as English learners, students with disabilities with an individualized education program or a Section 504 plan in order to be consistent with their program or plan, students in foster care or experiencing homelessness, and students requiring mental health supports-
8. A statement that independent study is an optional educational alternative in which no student may be required to participate

~~For the 2021-22 school year, this statement shall not be required for a student's participation in independent study if the student is unable to attend in-person instruction because of a quarantine or school closure mandated by a local or state health order or guidance due to the student's exposure to or infection with COVID-19.~~

9. In the case of a suspended or expelled student who is referred or assigned to any school, class, or program pursuant to Education Code 48915 or 48917, a statement that instruction may be provided through independent study only if the student is offered the alternative of classroom instruction

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

10. Before the commencement of independent study projected to last for 15 school days or more, or within ten school days of the first day of enrollment for independent study for less than 15 school days,

the agreement shall be signed and dated by the student, the student's parent/guardian or caregiver if the student is under age 18 years, the certificated employee responsible for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student, and for students with disabilities, the certificated employee designated as having responsibility for the special education programming of the student

~~However, for the 2021-22 school year, the district shall obtain a signed written agreement for independent study from the student, or the student's parent/guardian if the student is less than 18 years of age, the certificated employee who has been designated as having responsibility for the general supervision of independent study, and all persons who have direct responsibility for providing assistance to the student, no later than 30 days after the first day of instruction in the independent study program or October 15, whichever date comes later.~~

Written agreements may be signed using an electronic signature that complies with state and federal standards, as determined by the California Department of Education (CDE). (Education Code 51747)

The parent/guardian's signature on the agreement shall constitute permission for the student to receive instruction through independent study.

Student-Parent-Educator Conferences

A student-parent-educator conference shall be held as appropriate including, but not limited to, as a reengagement strategy and/or, if requested by a parent/guardian, prior to enrollment or disenrollment from independent study. (Education Code 51745.5, 51747, 51749.5)

Records

The Superintendent or designee shall ensure that records are maintained for audit purposes.

These records shall include, but not be limited to: (Education Code 51748; 5 CCR 11703)

1. A copy of the Board policy, administrative regulation, and other procedures related to independent study
2. A listing of the students, by grade level, program, and school, who have participated in independent study, along with the units of the curriculum attempted and completed by students in grades K-8.
3. A file of all agreements, with representative samples of each student's work products bearing the supervising teacher's signed or initialed and dated notations indicating that the teacher has personally evaluated the work or personally reviewed the evaluations made by another certificated teacher
4. As appropriate to the program in which the students are participating, a daily or hourly attendance register that is separate from classroom attendance records, maintained on a current basis as time values of student work products judged by a certificated teacher, and reviewed by the supervising teacher if they are two different persons
5. Appropriate documentation of compliance with the teacher-student ratios required by Education Code 51746 51745.6 and 51749.5 (Education Code 51746 and 51749.5)
6. Appropriate documentation of compliance with the requirements pursuant to Education Code 51747.5 to ensure the coordination, evaluation, and supervision of the independent study of each student by a district employee who possesses a valid certification document pursuant to Education Code 44865 or an emergency credential pursuant to Education Code 44300 (Education Code 51747.5)

The district shall document each student's participation in live interaction and synchronous instruction

pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program. A student who does not participate in scheduled live interaction or synchronous instruction shall be documented as nonparticipatory for that school day. (Education Code 51747.5)

The Superintendent or designee shall also maintain a written or computer-based record such as a grade book or summary document of student engagement, for each class, of all grades, assignments, and assessments for each student for independent study assignments. (Education Code 51747.5)

~~(cf. 3580 – District Records)~~

~~The signed, dated agreement, any supplemental agreement, assignment records, work samples, and attendance records may be maintained on file electronically. (Education Code 51747)~~ Signed written and supplemental agreements, as an electronic file in accordance with Education Code 51747 and 51749.6, as applicable.

Program Evaluation

The Superintendent or designee shall annually report to the Board the number of district students participating in independent study, the average daily attendance generated for apportionment purposes, student performance as measured by standard indicators and in comparison to students in classroom-based instruction, and the number and proportion of independent study students who graduate or successfully complete independent study. Based on the program evaluation, the Board and Superintendent shall determine areas for program improvement as needed.

~~(cf. 0500 – Accountability)~~

~~(cf. 5121 – Grades/Evaluation of Student Achievement)~~

~~(cf. 6162.5 – Student Assessment)~~

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
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Ed. Code 41422	Apportionment credit for student inability to attend in-person or school closure due to COVID-19 Emergency conditions and apportionments
Ed. Code 41976.2	Independent study programs; adult education funding
Ed. Code 42238	Revenue limits
Ed. Code 42238.05	Local control funding formula; average daily attendance
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Ed. Code 51225.3	High school graduation requirements
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Ed. Code 52523	Adult education as supplement to high school curriculum; criteria
Ed. Code 56026	Individual with exceptional needs
Ed. Code 58500-58512	Alternative schools and programs of choice
Fam. Code 6550-6552	Caregivers

Federal

20 USC 6301

20 USC 6311

Management Resources

California Department of Education
Publication

California Department of Education
Publication

California Department of Education
Publication

California Department of Education
Publication

California Department of Education
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California Department of Education
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Court Decision

Description

Highly qualified teachers

State plan

Description

Legal Requirements for Independent Study, ~~2021~~

Conducting Individualized Determinations of Need, ~~2021~~

Clarifications for Student Learning in Quarantine, ~~2021~~

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California Digital Learning Integration and Standards
Guidance, April **May** 2021

Elements of Exemplary Independent Study

Modesto City Schools v. Education Audits Appeal Panel,
(2004) 123 Cal.App.4th 1365

Education Audit Appeals Panel
Publication

Guide for Annual Audits of K-12 Local Education Agencies
and State Compliance Reporting

Website

[CSBA District and County Office of Education Legal Services](#)

Website

[California Consortium for Independent Study](#)

Website

[California Department of Education, Independent Study](#)

Website

[Education Audit Appeals Panel](#)

Cross References

Code

Description

0410

Nondiscrimination In District Programs And Activities

0420.4

Charter School Authorization

0420.4

Charter School Authorization

0470

COVID-19 Mitigation Plan

0500

Accountability

3260

Fees And Charges

3260

Fees And Charges

3516.5

Emergency Schedules

3580

District Records

3580

District Records

4112.2

Certification

4112.2

Certification

4131

Staff Development

5111.1

District Residency

5111.1

District Residency

5112.3

Student Leave Of Absence

5112.3

Student Leave Of Absence

5113

Absences And Excuses

5113

Absences And Excuses

5113.1

Chronic Absence And Truancy

5113.1

Chronic Absence And Truancy

5121

Grades/Evaluation Of Student Achievement

5121

Grades/Evaluation Of Student Achievement

5125

Student Records

5125

Student Records

5126

Awards For Achievement

5126	Awards For Achievement
5141.22	Infectious Diseases
5141.22	Infectious Diseases
5141.31	Immunizations
5141.31	Immunizations
5144.1	Suspension And Expulsion/Due Process
5144.1	Suspension And Expulsion/Due Process
5146	Married/Pregnant/Parenting Students
5146	Married/Pregnant/Parenting Students
5147	Dropout Prevention
6000	Concepts And Roles
6011	Academic Standards
6111	School Calendar
6112	School Day
6112	School Day
6142.4	Service Learning/Community Service Classes
6143	Courses Of Study
6143	Courses Of Study
6159	Individualized Education Program
6159	Individualized Education Program
6162.5	Student Assessment
6162.51	State Academic Achievement Tests
6162.51	State Academic Achievement Tests
6164.5	Student Success Teams
6164.5	Student Success Teams
6172	Gifted And Talented Student Program
6172	Gifted And Talented Student Program
6183	Home And Hospital Instruction

Regulation 6158: Independent Study

Status: ADOPTED

Original Adopted Date: 07/14/2020 | **Last Revised Date:** 03/16/2022 | **Last Reviewed Date:** 03/16/2022

Definitions

Live interaction means interaction between the student and classified or certificated staff, and may include peers, provided for the purpose of maintaining school connectedness, including, but not limited to, wellness checks, progress monitoring, provision of services, and instruction. This interaction may take place in-person, or in the form of Internet or telephonic communication. (Education Code 51745.5)

Student-parent-educator conference means a meeting involving, at a minimum, all parties who signed the student's written independent study agreement pursuant to Education Code 51747 or the written learning agreement pursuant to Education Code 51749.6. (Education Code 51745.5)

Synchronous instruction means classroom-style instruction or designated small group or one-on-one instruction delivered in-person, or in the form of Internet or telephonic communications, and involving live two-way communication between the teacher and student. Synchronous instruction shall be provided by the a teacher or teachers of record for that student pursuant to Education Code 51747.5 or the certificated employee providing instruction for course-based independent study. (Education Code 51745.5)

Educational Opportunities

~~For the 2021-22 school year, the district shall offer independent study to meet the educational needs of students as specified in Education Code 51745 unless the district has obtained a waiver. (Education Code 51745)~~

Educational opportunities offered through independent study may include, but are not limited to: (Education Code 51745)

1. Special assignments extending the content of regular courses of instruction

~~(cf. 6143 – Courses of Study)~~

2. Individualized study in a particular area of interest or in a subject not currently available in the regular school curriculum

~~3. Individualized alternative education designed to teach the knowledge and skills of the core curriculum, but not provided as an alternative curriculum~~

4. **3.** Continuing and special study during travel

~~(cf. 5112.3 – Student Leave of Absence)~~

5. **4.** Volunteer community service activities and leadership opportunities that support and strengthen student achievement

6. **5.** Individualized study for a student whose health, as determined by the student's parent/guardian, would be put at risk by in-person instruction or for a student who is unable to attend in-person instruction due to a quarantine due to exposure to, or infection with, COVID-19, pursuant to local or

state public health guidance

~~(cf. 0420.4 – Charter School Authorization)~~

~~(cf. 6142.4 – Service Learning/Community Service Classes)~~

~~(cf. 6181 – Alternative Schools/Programs of Choice)~~

In addition, when requested by a parent/guardian due to an emergency or illness, independent study may be used on a short-term basis to ensure that the student is able to maintain academic progress in the student's regular classes.

(cf. 5113 - Absences and Excuses)

Equivalency

The district's independent study option shall be substantially equivalent in quality and quantity to classroom instruction to enable participating students to complete the district's adopted course of study within the customary timeframe. Students in independent study shall have access to the same services and resources that are available to other students in the school and shall have equal rights and privileges. (5 CCR 11700, 11701.5)

~~(cf. 0410 – Nondiscrimination in District Programs and Activities)~~

Students participating in independent study shall have access to Internet connectivity and devices adequate to participate in the educational program and complete assigned work. (Education Code 51747)

The district shall not provide independent study students and their parents/guardians with funds or items of value that are not provided for other students and their parents/guardians. Providing access to Internet connectivity and local educational agency district-owned devices adequate to participate in an independent study program and complete assigned work consistent with Education Code 51747, or to participate in an independent study course, as authorized by Education Code 51749.5, shall not be considered funds or other things of value. (Education Code 46300.6, 51747.3)

Eligibility for Independent Study

To participate in independent study, a student shall be enrolled in a district school. (Education Code 51748)

~~For the 2022-23 school year and thereafter, t~~he Superintendent or designee may approve the participation of a student who demonstrates the motivation, commitment, organizational skills, and academic skills necessary to work independently provided that experienced certificated staff are available to effectively supervise students in independent study. The Superintendent or designee may also approve the participation of a student whose health would be put at risk by in-person instruction. A student whose academic performance is not at grade level may participate in independent study only if the program is able to provide appropriate support, such as supplemental instruction, tutoring, counseling, ongoing diagnostic assessments, and/or differentiated materials, to enable the student to be successful. For an elementary student, the Superintendent or designee may consider the parent/guardian's level of commitment to assist the student.

A student participating in independent study must be a resident of the county or an adjacent county. Full-time independent study shall not be available to students whose district residency status is based on their parent/guardian's employment within district boundaries pursuant to Education Code 48204. (Education Code 46300.2, 51747.3)

~~(cf. 5111.1 – District Residency)~~

A student with disabilities, as defined in Education Code 56026, ~~shall not~~ **may** participate in independent study ~~unless~~ **if** the student's individualized education program (IEP) specifically provides for such participation. **If a parent/guardian of a student with disabilities requests independent study because the student's health would be put at risk by in-person instruction, the student's IEP team shall make an individualized determination as to whether the student can receive a free appropriate public education (FAPE) in an independent study placement. A student's inability to work independently, need for adult support, or need for special education or related services shall not preclude the IEP team from determining that the student can receive FAPE in an independent study placement.** (Education Code 51745)

~~(cf. 6159 – Individualized Education Program)~~

In addition, any student with disabilities who receives services from a nonpublic, nonsectarian school through a virtual program may be permitted to participate in independent study if the student's IEP team determines that FAPE can be provided to the student by means of the virtual program and other conditions of law are satisfied.

~~With the exception of students who, during the 2021-2022 school year, cannot participate in classroom-based instruction due to a COVID-19 quarantine or school closure, a~~ **A** temporarily disabled student shall not receive individual instruction pursuant to Education Code 48206.3 ~~by means of~~ **through** independent study. (Education Code ~~51747~~ **51745**)

~~(cf. 6183 – Home and Hospital Instruction)~~

Except for students participating in independent study due to an emergency as described in Education Code 41422 and 46392 and pregnant and parenting students who are the primary caregiver for their child(ren), ~~N~~ **no** more than 10 percent of the students enrolled in a continuation high school or opportunity school or program, ~~not including pregnant students and parenting students who are primary caregivers for one or more of their children,~~ shall be enrolled in independent study. (Education Code 51745)

~~(cf. 5146 – Married/Pregnant/Parenting Students)~~

~~(cf. 6184 – Continuation Education)~~

Monitoring Student Progress

The independent study administrator and/or supervising teacher shall promptly and directly address any failure by the student to meet the terms of the student's written agreement. The following supportive strategies may be used:

1. A letter to the student and/or parent/guardian
2. A meeting between the student and the teacher and/or counselor
3. A meeting between the student and the independent study administrator, including the parent/guardian if appropriate
4. An increase in the amount of time the student works under direct supervision

When the student has failed to make satisfactory educational progress or missed the number of assignments specified in the written agreement as requiring an evaluation, the Superintendent or designee shall conduct an evaluation to determine whether or not independent study is ~~appropriate for the student~~ **in the student's best interest**. This evaluation may result in termination of the independent study agreement and the student's return to the regular classroom program or other alternative program.

A written record of the findings of any such evaluation shall be treated as a mandatory interim student record which shall be maintained for three years from the date of the evaluation, and if the student transfers to another public school in California, the record shall be forwarded to that school. (Education Code 51747, 51749.5)

Responsibilities of Independent Study Administrator

The responsibilities of the independent study administrator include, but are not limited to:

1. Recommending certificated staff to be assigned as independent study teachers at the required teacher-student ratios pursuant to Education Code 51745.6 and supervising staff assigned to independent study functions who are not regularly supervised by another administrator
2. Approving or denying the participation of students requesting independent study
3. Facilitating the completion of written independent study agreements
4. Ensuring a smooth transition for students into and out of the independent study mode of instruction
5. Approving all credits earned through independent study
6. Completing or coordinating the preparation of all records and reports required by law, Board policy, or administrative regulation

Assignment and Responsibilities of Independent Study Teachers

Each student's independent study shall be coordinated, evaluated, and carried out under the general supervision of a district employee who possesses a valid certification document pursuant to Education Code 44865 or emergency credential pursuant to Education Code 44300, registered as required by law, and who consents to the assignment. (Education Code 44865, 51747.5; 5 CCR 11700)

The ratio of student average daily attendance for independent study students age 18 years or younger to full-time equivalent certificated employees responsible for independent study shall not exceed the equivalent ratio for all other education programs in the district, unless a new higher or lower ratio for all other educational programs offered is negotiated in a collective bargaining agreement or the district enters into a memorandum of understanding that indicates an existing collective bargaining agreement contains an alternative ratio. (Education Code 51745.6)

The responsibilities of the supervising teacher shall include, but are not limited to:

1. Completing designated portions of the written independent study agreement and signing the agreement
2. Supervising and approving coursework and assignments
3. Maintaining records of student assignments showing the date the assignment is given and the date the assignment is due
4. Maintaining a daily or hourly attendance register in accordance with item #4 in the section on "Records for Audit Purpose" in the accompanying Board policy
5. Providing direct instruction and counsel as necessary for individual student success

6. Regularly meeting with the student to discuss the student's progress
7. Determining the time value of assigned work or work products completed and submitted by the student
8. Assessing student work and assigning grades or other approved measures of achievement
9. Documenting each student's participation in live interaction and/or synchronous instruction pursuant to Education Code 51747 on each school day, as applicable, in whole or in part, for which live interaction or synchronous instruction is provided as part of the independent study program

The Superintendent or designee shall ensure that independent study teachers have access to professional development and support comparable to classroom-based teachers.

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

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20 USC 6301
20 USC 6311

Description

Highly qualified teachers
State plan

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California Department of Education Publication
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California Department of Education Publication
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Cross References

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0410	Nondiscrimination In District Programs And Activities
0420.4	Charter School Authorization
0420.4	Charter School Authorization
0470	COVID-19 Mitigation Plan
0500	Accountability
3260	Fees And Charges
3260	Fees And Charges
3516.5	Emergency Schedules
3580	District Records
3580	District Records
4112.2	Certification
4112.2	Certification
4131	Staff Development
5111.1	District Residency
5111.1	District Residency
5112.3	Student Leave Of Absence
5112.3	Student Leave Of Absence
5113	Absences And Excuses
5113	Absences And Excuses
5113.1	Chronic Absence And Truancy
5113.1	Chronic Absence And Truancy
5121	Grades/Evaluation Of Student Achievement
5121	Grades/Evaluation Of Student Achievement
5125	Student Records
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5126	Awards For Achievement
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6172	Gifted And Talented Student Program
6183	Home And Hospital Instruction

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: February 15, 2023

Agenda Section: Section G: Conclusion

Superintendent's Report (3 minutes)

A brief report will be presented concerning noteworthy activities of district staff, matters of general interest to the Board, and pertinent and timely state and federal legislation.

FISCAL IMPACT:

N/A

RECOMMENDATION:

A brief report will be presented concerning noteworthy activities of district staff, matters of general interest to the Board, and pertinent and timely state and federal legislation.

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: February 15, 2023

Agenda Section: Section G: Conclusion

Trustees' Announcements (3 minutes each speaker)

The trustees' report is provided for the purpose of making announcements, providing conference and visitation summaries, coordinating meeting dates, identifying board representation on committees, and providing other information of general interest.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A

OSD BOARD AGENDA ITEM

Name of Contributor: Karling Aguilera-Fort

Date of Meeting: February 15, 2023

Agenda Section: Section G: Conclusion

ADJOURNMENT

Moved:

Seconded:

Vote:

ROLL CALL VOTE:

Madrigal Lopez ____, Rodriguez ____, Gonzales ____, Lopez ____, Robles-Solis ____

Karling Aguilera-Fort, Ed. D.

District Superintendent and Secretary to the Board of Trustees

This notice is posted in conformance with the provisions of Chapter 9 of the Government Code, in the front of the Educational Services Center; 1051 South A Street , Oxnard, California by 5:00 p.m. on Friday, February 10th, 2023.

FISCAL IMPACT:

N/A

RECOMMENDATION:

N/A