

OXNARD SCHOOL DISTRICT

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



BOARD OF TRUSTEES

Mrs. Veronica Robles-Solis, President
Mr. Albert "Al" Duff Sr., Clerk
Mrs. Debra M. Cordes, Member
Mr. Ernest "Mo" Morrison, Member
Mr. Denis O'Leary, Member

ADMINISTRATION

Dr. Cesar Morales
Superintendent
Dr. Jesus Vaca
Assistant Superintendent,
Human Resources & Support Services
Dr. Nancy Carroll
Interim Assistant Superintendent,
Educational Services
Ms. Lisa Cline
Assistant Superintendent,
Business & Fiscal Services

AGENDA #13 REGULAR BOARD MEETING

Wednesday, March 18, 2015

5:00 p.m. Study Session

Closed Session To Follow

7:00 PM - Regular Board Meeting

Call to Order: _____

Members Present: _____

Members Absent: _____

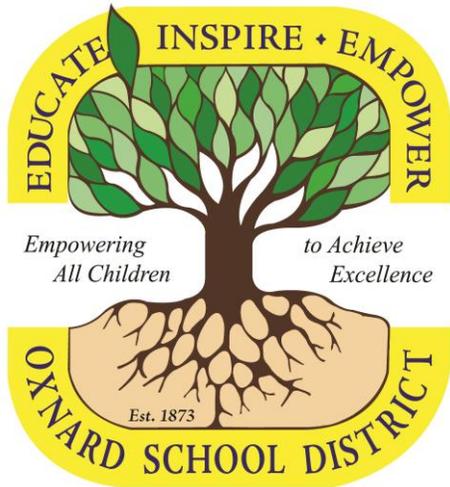
***NOTE:** In accordance with requirements of the Americans with Disabilities Act and related federal regulations, individuals who require special accommodation, including but not limited to an American Sign Language interpreter, accessible seating or documentation in accessible formats, should contact 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 Asst. Supt. 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.

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

www.oxnardsd.org

OPIE TV – Channel 20 &
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Vision:

Empowering All Children to Achieve Excellence

Mission:

Ensure a culturally diverse education for each student in a safe, healthy and supportive environment that promotes self-discipline, motivation and excellence in learning.



Visión:

Fortaleciendo a Todos los Alumnos para que Logren la Excelencia

Misión:

Asegurar una educación culturalmente diversa para cada alumno en un ambiente seguro, saludable y propicio que fomente la autodisciplina, motivación y la excelencia en el aprendizaje.

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.

A.2 Pledge of Allegiance to the Flag

Dr. Shannon Coletti, Principal of Rose Avenue School, will introduce Brianna Chavez, 5th grader in Ms. Drucker's class, who will lead the audience in the Pledge of Allegiance.

A.3 District's Vision and Mission Statements

The District's Vision and Mission Statements will be read by Dayrin Villanueva, 5th grader in Mr. Ramirez' class from Rose Avenue School.

A.4 Presentation by Rose Avenue Staff

Dr. Coletti will provide a short presentation to the Board regarding Rose Avenue School. Following the presentation President Robles-Solis will present a token of appreciation to the students that participated in the Board Meeting.

A.5 Adoption of Agenda (Superintendent)

Moved:
Seconded:

ROLL CALL VOTE:

O'Leary __, Morrison __, Cordes __, Duff __, Robles-Solis __

A.6 Recognition of African American Speech Expo Winners (Carroll)

The Board will recognize the following students who were co-winners at the African American Speech Expo on Saturday, February 28, 2015. Each of them will share their speech or poem.

- First Place – Diana Rejon, 5th grader at McAuliffe School
- Second Place – Darien Martinez, 6th grader at Kamala School
- Third Place – Sophia Landeros, 6th grader at Chavez School

A.7 Study Session – Math Adoption (Carroll/Curtis)

The Board of Trustees will receive a presentation on the findings from the Pilot Committee and the selection Committee's recommended pilot mathematics material for purchase in the 2015-2016 school year.

A.8 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 Assistant Superintendent of Human Resources. Public Comment shall be limited to fifteen (15) minutes per subject with a maximum of three (3) minutes per speaker.

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

Section A
PRELIMINARY
(continued)

A.9 Closed Session

The Board of Trustees will convene to closed session for the following items:

1. Pursuant to Section 54956.9(d)(2) of *Government Code*:
 - Conference with Legal Counsel – Anticipated Litigation: two cases
 - Conference with Legal Counsel – Existing Litigation

2. Pursuant to Section 48916 of the *Education Code* the Board will consider student matters including:
 - Consideration of Expelling Student(s) from the Oxnard School District

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

4. Pursuant to Section 54957 of the *Government Code* and Section 44943 of the *Education Code* the Board will consider personnel matters, including:
 - Public Employee(s) Discipline/Dismissal/Release
 - Public Employee(s) Reassignment/Appointment

A.10 Reconvene to Open Session

7:00 PM

A.11 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.

A.12 Approval of Minutes

It is recommended that the Board approve the minutes of regular and special board meetings, as submitted:

- February 18, 2015, regular meeting

Notes:
Moved:
Seconded:

ROLL CALL VOTE:

O’Leary __, Morrison __, Cordes __, Duff __, Robles-Solis __

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

Section B HEARINGS/PUBLIC COMMENT

B.1 Public Comment/Opportunity for Members of the Public, Parents, PTA/PTO, to Address the Board (3 minutes each speaker)

Members of the public may address the Board on any matter within the Board's jurisdiction and have three (3) minutes each to do so. The total time of each subject will be fifteen (15) minutes, unless additional time is requested by a Board Member and approved by the Board. The Board may not deliberate or take action on items that are not on the agenda. The President is in charge of the meeting and will maintain order, set the time limits for the speakers and the subject matter, and will have the prerogative to remove any person who is disruptive of the Board meeting. This meeting is being video-recorded and televised.

Persons addressing the board during the consideration of an agenda item will be called to address the board prior to any presentation or consideration of the item by the Board. At the conclusion of the public comment on the item, the Board will hear the District's presentation on the matter. Board deliberation and action, if any, will follow the District's presentation. Once the public comments are presented, the board will only take comments from the public at the discretion of the Board President.

The Board particularly invites comments from parents of students in the District.

We will now read the names of the individuals who have submitted Speaker Request Forms to address the Board.

B.1 Comentarios Públicos/Oportunidad para que los Miembros de la Audiencia, los Padres, el PTA/PTO se dirija a la Mesa Directiva (3 minutos para cada ponente)

Los miembros del público pueden dirigirse a la Mesa Directiva sobre cualquier asunto dentro de la jurisdicción de la Mesa Directiva y cada uno limitar sus comentarios a tres (3) minutos. El tiempo total de cada asunto será de quince (15) minutos, a menos que, un miembro de la Mesa Directiva determine extender el tiempo y que éste sea aprobado por la Mesa Directiva. La Mesa Directiva no podrá deliberar o tomar alguna acción sobre los asuntos que no aparezcan en la agenda. El presidente dirige la junta y mantendrá el orden, establece el tiempo límite para los presentadores, el tema del asunto y tendrá la facultad de retirar a cualquier persona que cause un desorden en la sesión de la junta. Esta junta está siendo grabada y televisada.

Las personas que quieran dirigirse a la Mesa Directiva durante la consideración de un asunto de la agenda serán llamadas para dirigirse a la Mesa Directiva antes de cualquier presentación o consideración de un asunto por la Mesa Directiva. Al concluir el período de los comentarios públicos sobre un asunto, la Mesa Directiva escuchará la presentación del Distrito con respecto al tema. La deliberación y la resolución determinada por la Mesa Directiva, si se presenta alguna, procederá después de la presentación del Distrito. Una vez que los comentarios públicos hayan sido presentados, la Mesa Directiva únicamente aceptará los comentarios por parte del público a discreción del presidente de la Mesa Directiva.

La Mesa Directiva invita en particular a los padres de los alumnos del Distrito para que expresen sus comentarios.

A continuación leeremos los nombres de las personas quienes han entregado las Formas de Petición para Dirigirse a la Mesa Directiva.

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

Section C
CONSENT AGENDA
(continued)

C.4 Award of RFP #14-03, Uninterruptable Power Supply Project – E-Rate

<p>It is the recommendation of the Interim Assistant Superintendent, Educational Services and the Chief Information Officer that the Board of Trustees award RFP #14-03 Uninterruptable Power Supply Project – E-Rate, to MJP Technologies Inc., for a total cost of \$320,629.23. E-Rate will fund 85% or \$272,534.85 and the remaining 15% or \$48,094.38, will be paid from Measure “R” Funds.</p>	<p>Dept/School Carroll/ Kubilos</p>
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C.5 Ratification of Amendment #5 to Agreement #14-50 VCOE, Paraeducator Services – SCP

<p>It is the recommendation of the Interim Assistant Superintendent, Educational Services and the Director, Pupil Services that the Board of Trustees ratify Amendment #5 to Agreement #14-50 with Ventura County Office of Education, for additional exceptional services to three (3) special education students that consist of support from Special Circumstances Paraeducators (SCP’s) for the 2014-2015 school year; original contract was for \$380,894.23, Amendment #1 was for \$12,255.99, Amendment #2 was for \$6,142.50, Amendment #3 was for \$32,960.95, Amendment #4 was for (-\$18,780.28) decrease, and Amendment #5 is for \$39,394.39, for a total contact amount of \$452,867.78, to be paid with Special Education Funds.</p>	<p>Dept/School Carroll/ Phipps</p>
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C.6 Setting of Date for Public Hearing – School Facilities Needs Analysis

<p>It is the recommendation of the Assistant Superintendent, Business & Fiscal Services that the Board of Trustees set the date of Wednesday, April 15, 2015, for a public hearing on the Oxnard School District 2015 School Facilities Needs Analysis Report.</p>	<p>Dept/School Cline</p>
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C.7 Enrollment Report

<p>Attached for the Board’s information is the district’s enrollment report for the month of February 2015.</p>	<p>Dept/School Cline</p>
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C.8 Purchase Order/Draft Payment Report #14-07

<p>It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Purchasing that the Board of Trustees approve the Purchase Order/Draft Payment Report #14-07, as submitted.</p>	<p>Dept/School Cline/ Franz</p>
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C.9 Disclosure of Collective Bargaining Agreement with CSEA

<p>It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees accept the “Disclosure of Collective Bargaining Agreement” form for CSEA, as presented.</p>	<p>Dept/School Cline</p>
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C.10 Disclosure of Collective Bargaining Agreement with Management & Confidential

<p>It is recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees accept the “Disclosure of Collective Bargaining Agreement” form for Management & Confidential employees, as presented.</p>	<p>Dept/School Cline</p>
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Note: No new items will be considered after 10:00 p.m. in accordance with Board Bylaws, BB 9323 – Meeting Conduct

Section C
CONSENT AGENDA
 (continued)

C.11 Establish/Abolish/Reduce/Increase Hours of Positions

It is recommended that the Board approve the establishment, abolishment or reduction in hours for classified positions, as submitted.

Dept/School
Koch

C.12 Personnel Actions

It is recommended that the Board approve personnel actions, as submitted.

Dept/School
Vaca/
Koch

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

Section D
ACTION ITEMS

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

D.1 Approval of Comprehensive Safe School Plans 20 Sites (Carroll/Phipps)

It is the recommendation of the Interim Assistant Superintendent, Educational Services, and the Director of Pupil Services that the Board of Trustees approve the Comprehensive Safe School Plans for all 20 elementary and middle schools.

Public Comment:
Presentation:
Moved:
Seconded:
Board Discussion:
Vote:

ROLL CALL VOTE:

O’Leary __, Morrison __, Cordes __, Duff __, Robles-Solis __

D.2 2014-2015 Second Interim Report (Cline/Penanhoat)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services and the Director of Finance that the Board of Trustees accept the 2014-2015 Second Interim Report as presented, and authorize the filing of a Positive Certification with the Ventura County Office of Education.

Public Comment:
Presentation:
Moved:
Seconded:
Board Discussion:
Vote:

ROLL CALL VOTE:

O’Leary __, Morrison __, Cordes __, Duff __, Robles-Solis __

D.3 Approval of Resolution No. 14-31 Authorizing The Issuance of 2015 General Obligation Refunding Bonds In An Aggregate Amount Not To Exceed \$15,500,000 (Dr. Morales/Cline)

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in conjunction with CFW, Inc. that the Board of Trustees adopt Resolution No. 14-31 to authorize and provide for the issuance, sale and delivery of the District’s 2015 General Obligation Refunding Bonds and authorize district representatives to execute and deliver related documents and take related actions.

Public Comment:
Presentation:
Moved:
Seconded:
Board Discussion:
Vote:

ROLL CALL VOTE:

O’Leary __, Morrison __, Cordes __, Duff __, Robles-Solis __

D.4 Approval of Agreement #14-199, EUR Consulting & Development Inc. (Gutierrez)

It is the recommendation of the Executive Director of Facilities Planning, Engineering & Operations that the Board of Trustees approve Agreement #14-199 with EUR Consulting & Development Inc., in the amount of \$376,460.00; to be paid with Measure “R” Funds. While the total cost of this agreement is more than the original budget, with the assistance of EUR on the Multi-Prime Method of constructing the Driffill Kindergarten Building, the new overall budget for the project is \$20,000.00 less than originally planned.

Public Comment:
Presentation:
Moved:
Seconded:
Board Discussion:
Vote:

ROLL CALL VOTE:

O’Leary __, Morrison __, Cordes __, Duff __, Robles-Solis __

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

**Section D
ACTION ITEMS**

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

D.5 Approval of Amendment #5 to Agreement #07-100 with Caldwell Flores Winters, Inc. – Financial Consulting and Advisory Services (Dr. Morales/CFW, Inc.)

It is the recommendation of the Superintendent that the Board of Trustees accepts and adopts Amendment #5 to Agreement #07-100, Caldwell Flores Winters, Inc., provide financial advisory services, to extend the contract effective March 18, 2015 through February 15, 2020 (five years); all other terms of the contract will remain unchanged. CFW’s fee for financial consulting and advisory services is contingent on sale of bonds, certificates, notes and other securities and payable from the proceeds generated from such transactions or the District’s construction fund. As a result, the extension of the contract does not impact the District’s General Fund.

Public Comment:
Presentation:
Moved:
Seconded:
Board Discussion:
Vote:

ROLL CALL VOTE:

O’Leary __, Morrison __, Cordes __, Duff __, Robles-Solis __

D.6 Consideration of Approval of the Oxnard School District and the California School Employees Association Tentative Agreement for the 2014-2015 and The 2015-2016 Collective Bargaining Agreement (Vaca)

It is the recommended that the Board of Trustees consider and approve the 2014-2015 and 2015-2016 Collective Bargaining Agreement between the Oxnard School District and the California School Employees Association, as presented.

Public Comment:
Presentation:
Moved:
Seconded:
Board Discussion:
Vote:

ROLL CALL VOTE:

O’Leary __, Morrison __, Cordes __, Duff __, Robles-Solis __

D.7 Consideration of Approval of Revised 2014-2015 and 2015-2016 Compensation For Confidential and Management Employees (Vaca)

It is the recommended that the Board of Trustees consider and approve the 2014-2015 and 2015-2016 compensation revisions for Confidential Employees, Certificated and Classified Management, as presented.

Public Comment:
Presentation:
Moved:
Seconded:
Board Discussion:
Vote:

ROLL CALL VOTE:

O’Leary __, Morrison __, Cordes __, Duff __, Robles-Solis __

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

Section E
REPORTS/DISCUSSION ITEMS
(These are presented for information or study only,
no action will be taken.)

E.1 Measure R Bond Oversight Committee Annual Report (Cline)

The Board will receive the 2014 Measure R Bond Oversight Committee's Second Annual Report, per Proposition 39 requirements.

E.2 Report on K-5 Strand Schools (Carroll/Duran/Anguiano)

The Board of Trustees will be presented a report regarding the development of the Academy Strand Focuses for the following schools:

- McAuliffe
- Ritchen

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

Section F
BOARD POLICIES

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

No Board Polices will be discussed or studied at this meeting.

**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 Announcements *(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.

Notes:

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.

Notes:

ADJOURNMENT

Moved:
Seconded:
Vote:

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

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Nancy J. Carroll

Date of Meeting: 3/18/15

- Study Session: X
- Closed Session:
- A. Preliminary
- B. Hearing:
- C. Consent Agenda
- D. Action Items
- E. Reports/Discussion Items (no action)
- F. Board Policies 1st Reading 2nd Reading

Math Adoption and Pilot Committee Presentation (Carroll/Curtis)

EXECUTIVE SUMMARY:

The Board of Trustees will receive an informational presentation regarding findings from the pilot committee and the selection committee's recommended pilot mathematics materials for purchase in the 2015-2016 school year.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent Educational Services and the Director of Curriculum, Instruction and Accountability that the Board of Trustees accepts the report as presented.

ADDITIONAL MATERIAL(S):

Attached: PowerPoint Presentation

Recap of the Process

August- Selection Committee and Pilot Committee members are selected

September-Selection Committee chooses pilot materials

December-February—Teachers pilot materials

March—Pilot Teacher Committee discusses pros and cons of each publisher's materials

March—Selection Committee receives reports from pilot groups (K-5 and 6-8) to determine the best math materials for OSD students and makes recommendation to the Board of Trustees

Committees

Both committees were composed of teachers from every grade level and every program type (DLI, SEI, TBE).

Pilot Committee

80- K-8 Teachers

Selection Committee

26- K-8 Teachers

Publishers Piloted

TK-5th Publishers:

EnVisions (Pearson)

Everyday Math 4- (McGraw Hill)

My Math- (McGraw Hill)

6th-8th Publishers:

Math In Context (Britannica)

Connect Math 3 (Pearson)

MathLinks (Math and Teaching)

Analysis of Materials

Selection Committee members applied the Pilot Presentation Note-Taking Guide to conduct a thorough analysis of materials.

Category	Notes	Rating (+/-)
<p>Mathematics Content Alignment with the Standards:</p> <ul style="list-style-type: none">• Is the content correct and written with precision?• Are the math terms defined/appropriate?• Does the program feature high quality conceptual problems & questions that serve as conversation-starters?• Do the manipulatives and concrete representations enhance conceptual understanding? Are they closely connected to written and symbolic methods?• Are methods and algorithms general and based on principles of mathematics, not mnemonics or tricks?		

Recommendation of Selection Committee

K-5 Materials:

13/15 of the 15 K-5 Selection Committee teachers ranked *My Math (McGraw-Hill)* as #1.

6-8 Materials:

100% of the 6-8 teachers on the 6-8 Selection Committee ranked *Connected Math 3 (Pearson)* as #1.

Next Steps

- Materials to be available for review by staff and community members through April 15th.
- Board of Trustees considers approval of *My Math (McGraw-Hill)* for grades K-5 and *Connected Math 3 (Pearson)* for grades 6-8 on April 15th.
- Purchase materials.
- Create a Professional Development Plan.

Regular Board Meeting
February 18, 2015

The Board of Trustees of the Oxnard School District met in regular session at 5:00 p.m. on Wednesday, February 18, 2015, at the Educational Service Center.

CALL TO ORDER

A roll call of the Board was conducted. Present were President Veronica Robles-Solis and Trustees Albert Duff Sr., Debra M. Cordes, Ernest Morrison and Denis O’Leary. Staff members present were District Superintendent Dr. Cesar Morales, Assistant Superintendents Lisa Cline, Dr. Jesus Vaca, and Interim Assistant Superintendent Dr. Nancy J. Carroll, and executive assistant Sylvia Carabajal.

ROLL CALL

Ericka Medina, 5th grader in Ms. Weilbacher’s class, lead the audience in the Pledge of Allegiance. She also presented the District’s Vision and Mission states in English and Spanish.

PLEDGE OF ALLEGIANCE
DISTRICT’S VISION AND MISSION STATEMENT

Mrs. Arias Elisondo, Principal of Ramona School introduced Isabel Martinez, 2nd grade student in Ms. Mendoza’s class who shared how she uses technology every day in her classroom with the assistance of Ms. Mendoza.

RAMONA SCHOOL

A.5 On motion by Trustee Duff, seconded by Trustee Morrison and carried on a roll call vote of 4-1, Trustee O’Leary being the Nay vote; the Board adopted the agenda, as presented.

ADOPTION OF THE AGENDA

Ms. Leticia Ramos, Principal of Elm School reported they were the School of Environmental Science, Life Science and Mathematics. Their Vision is that students will take risks to become life-long learners and positive contributors in their communities with a Mission of developing global citizenship. The presentation included the journey on how they began, where they are now, established partnerships and where they expect to be in the future. Ms. Ramos shared that they refer to their school as Elm University – college career where every student will go to college. She reported that each grade level would visit a college this year. She looked forward to their new school in 2016-2017 and invited the Board to come visit Elm University.

STUDY SESSION
REPORT ON K-5
STAND SCHOOLS

ELM SCHOOL

Dr. Marlene Breitenbach, Principal of Marshall School reported they were the School of Visual & Performing Arts and their vision is the art of seeing what is invisible to others. Seeing the real connection and meanings to the arts and how they support the Common Core Standards and English Learner language development. She provided a brief summary on their annual plan for 2014-15. She reported that students will reflect during writing activities on what they experience in the visual and performing arts. She reported that with the OMAG grant they were able to utilize a music teacher for all grade levels. Moving forward they are collaborating with Oxnard High School to have high school students come to Marshall and teach the students music. She invited the Board to visit the school and experience the learning first hand.

MARSHALL SCHOOL

ANNOUNCEMENTS PRIOR TO CLOSED SESSION February 18, 2015:

After any public comments on the Closed Session agenda items, the Board will be recessing to Closed Session to consider the following:

No one addressed the Board on the closed session agenda.

PUBLIC COMMENT
CLOSED SESSION

Firstly, for CONFERENCE WITH LEGAL COUNSEL under *Government Code*, Section 54956.9:

- ANTICIPATED LITIGATION – two cases
- EXISTING LITIGATION

Secondly, for EXPULSION OF STUDENTS and readmit under *Education Code*, Section 48916.

Thirdly, for CONFERENCE WITH LABOR NEGOTIATORS under *Government Code*, Sections 54957.6 and 3549.1.

The District negotiator is the Assistant Superintendent, Human Resources & Support Services and the employee organizations are OEA, OSSA, CSEA; and all unrepresented personnel – administrators, classified management, confidential.

Finally, under *Government Code*, Section 54957 and *Education Code*, Section 44943:

- PUBLIC EMPLOYEE(S) DISCIPLINE/DISMISSAL/RELEASE
 - Non Re-elects
- PUBLIC EMPLOYEE(S) REASSIGNMENT/APPOINTMENT

Trustees convened to closed session at 5:50 p.m. until approximately 7:00 p.m. to discuss items on the closed session agenda.

CLOSED SESSION

President Robles-Solis reported the Board took the following action in closed session:

REPORT ON CLOSED
SESSION

- On motion by Trustee O’Leary, seconded by Trustee Cordes and carried on a roll call vote of 5-0; the Board of Trustees approved the stipulated expulsion in student matter #14-08. (Motion #14-104)
- On motion by Trustee Morrison, seconded by Trustee Robles-Solis and carried on a roll call vote of 5-0; the Board of Trustees approved the stipulated suspended expulsion in student matter #14-09. (Motion #14-105)
- On motion by Trustee O’Leary, seconded by Trustee Duff and carried on a roll call vote of 5-0; the Board of Trustees voted to non-re-elect employee #8173 and #2685. (Motion #14-106)

A.11 On motion by Trustee Morrison, seconded by Trustee O’Leary and carried on a roll call vote of 5-0, the Board of Trustees approved the following minutes:

APPROVAL OF
MINUTES
(Motion #14-107)

- January 21, 2015, regular meeting

B.1 Clerk Duff read the Rules For Individual Presentations in English and President Robles-Solis read them in Spanish.

RULES FOR
PRESENTATIONS

The following individuals address the Board of Trustees:

PUBLIC COMMENT

- Claudia Mercado, DELAC President, distributed copies to Board members and addressed concerns on the following:
 1. Uniform Complaint for Failure To Provide Written Response to Letter of June 10, 2014 directed at the Superintendent;
 2. LCAP Committee request proper representation of parents on the committee;
 3. EL Master Plan Committee request proper representation of parents on this committee, review and revise plan in place do not start over;
 4. Uniform Complaint for Failure To Comply with Local Control Funding Formula (LCFF) Mandates.
- Inedina Ayala, Elm Parent, concern with Principal not providing emergency/evacuation plan when she requested the information.
- Fatima Ballesteros, Elm Parent, three concerns: 1) tutoring for daughters, 2) remodeling of the school; and 3) the cleanliness of the present restrooms and drinking fountains.

The following items on the consent agenda were approved on motion by Trustee Cordes, seconded by Trustee Morrison, and carried on a roll call vote of 5-0, as presented.

CONSENT AGENDA
(Motion #14-108)

C.1 Ratified the following agreements:

(Ratified Agreements)

- Amendment #2 to Agreement #14-48 with Assistance League Non-Public School, to provide additional services for (2) preschool students, December 2014 through July 2015, including Extended School Year; original contract was \$61,740.00, Amendment #1 was for \$8,820.00, Amendment #2 is for \$11,760.00, for a total contract amount of \$82,320.00, to be paid with Special Education Funds;
- Amendment #3 to Agreement #14-50 with Ventura County Office of Education, for additional exceptional services to special education students that consist of support from Special Circumstances Paraeducators (SCP's) for the 2014-15 school year; original contract was for \$380,894.23, Amendment #1 was for \$12,255.99, Amendment #2 was for \$6,142.50, Amendment #3 is for \$32,960.95, for a total contact amount of \$432,253.67, to be paid with Special Education Funds;
- #14-181 with Casa Pacifica Non-Public School, to provide services to Student JE112705 for 2014-15 school year, beginning January 5, 2015, including Extended School Year; amount not to exceed \$22,204.00, to be paid with Special Education Funds;
- #14-182 with Casa Pacifica Non-Public School, to provide services to Student CN010103 for 2014-15 school year, beginning January 15, 2015, including Extended School Year; amount not to exceed \$20,748.00, to be paid with Special Education Funds;
- #14-193 with Kern County Superintendent of Schools, to provide consulting services with claiming reimbursement from the Department of Health Care Services (DHCS) for costs necessary for the proper and efficient administration of the Medi-Cal Program for the 2014-15 school year; cost based on \$85.00 per participant – OSD will only be billed for actual participants after the fact.

- | | |
|--|---|
| <p>C.2 Approved WAL #001 for CEQA compliance services at Project No. 5 – Elm Elementary School per Master Agreement #13-132 with Tetra Tech; lump sum fixed fee of \$2,000.00, to be paid with Measure “R” Funds.</p> | <p>(Approval of WAL #001 for CEQA Compliance Services at Project No. 5 – Elm Pursuant to Master Agreement #13-132 with Tetra Tech)</p> |
| <p>C.3 Approved WAL #001 for CEQA services at proposed New Middle School Academy Site per Master Agreement #13-133 with LSA Associates, Inc., for the Preliminary Initial Study and Phase 1 Environmental Site Assessment; lump sum fixed fee of \$33,749.00, to be paid with Measure “R” Funds.</p> | <p>(Approval of WAL #001 for CEQA Consultant Services at the Proposed New Middle School Academy Site at Doris and Patterson Pursuant to Master Agreement #13-133 with LSA Associates, Inc.)</p> |
| <p>C.4 Approved WAL #002 for Surveying services at the Proposed New Middle School Academy Site per Master Agreement #13-126 with MNS Engineers, Inc., lump sum fixed fee of \$4,850.00, to be paid with Measure “R” Funds.</p> | <p>(Approval of WAL #002 for Surveying Services at the Proposed New Middle School Academy Site at Doris and Patterson Pursuant to Master Agreement #13-126 with MNS Engineers, Inc.)</p> |
| <p>C.5 Rejected York Claim VCBA06753A1.</p> | <p>(Rejection of Liability Claim)</p> |
| <p>C.6 Approved the Expenditure Transfer Report #14-06, as submitted.</p> | <p>(Expenditure Transfer Report #14-06)</p> |
| <p>C.7 Received the information on the district’s current Bond Budgets, as of Friday, February 6, 2015.</p> | <p>(Report on Bond Construction Budgets)</p> |
| <p>C.8 Received district’s enrollment report for the month of January 2015.</p> | <p>(Enrollment Report)</p> |
| <p>C.9 Approved the establishment, abolishment, reduction or increase in hours for classified positions:
 <u>Established:</u></p> <ul style="list-style-type: none"> ▪ A four hour, 192 day Site Technology Technician, position number 6786, to be established at Kamala school. This position will be established for technology support. ▪ An eight hour, 192 day Site Technology Technician, position number 6802, to be established at Haydock school. This position will be established to support the MSAP program. ▪ An eight hour, 192 day Site Technology Technician, position number 6803, to be established at Fremont school. This position will be established to support the MSAP program. | <p>(Establish/Abolish/Reduce/Increase Hours of Positions)</p> |

- An eight hour, 192 day Site Technology Technician, position number 6804, to be established at Frank school. This position will be established to support the MSAP program.
- A five hour and forty five minute, 183 day Paraeducator II, position number 6799, to be established in the Pupil Services department. This position will be established to meet the needs of our students.

Abolished:

- A four hour, 246 day Custodian, position number 6450, to be abolished at Kamala school. This position will be abolished due to the lack of work.

Increased:

- A four hour, 246 day Custodian, position number 6726, to be increased to eight hours at Kamala school. This position will be increased due to provide additional support.

FISCAL IMPACT:

Cost for Site Technology Technician - \$18,290 Site Discretionary
 Cost for Site Technology Technician - \$122,517 MSAP
 Cost for Paraeducator II - \$24,034 Special Ed
 Savings for Custodian - \$22,584 General fund
 Cost for Custodian - \$35,536 General fund

C.13 Personnel Action:

(Personnel Actions)

The following certificated individuals to be employed in the capacities and for the terms indicated, their salaries to be determined in accordance with salary regulations of the District.

(CERTIFICATED)

NEW HIRES

Anna Pilhoefer	Art TOSA, ESC	February 17, 2015
Sergio Becerra Casillas	Substitute Teacher	2014/2015 School Year
Paige Coulter	Substitute Teacher	2014/2015 School Year
Lenore Serres	Substitute Teacher	2014/2015 School Year
Olivia Strohmman	Substitute Teacher	2014/2015 School Year
Jessica Vicents	Substitute Teacher	2014/2015 School Year

Intervention Services Provider (less than 20 hours per week not to exceed 75% or 135 days a year)

Diana Brooks	Lemonwood	January 29, 2015
Veronica Izzard	Chavez	February 2, 2015
Jorge Napoles	Driffill	January 29, 2015

Interim Assignments

Dr. Nancy J. Carroll	Interim Assistant Superintendent, Educational Services	December 18, 2014
Pamela Morrison	Interim Principal, Marina West	February 9, 2015
Anna Thomas	Interim Director, Curriculum, Instruction and Accountability	February 9, 2015

ANNUAL TEACHER ASSIGNMENT REPORT
PURSUANT TO EDUCATION CODES 44256 (b) AND 44258.2
2014/2015

Pursuant to Education codes 44256 (b) and 44258.2, the Board of Trustees each year must authorize/approve those teachers who are teaching outside their credential authorization. An explanation of the education code and list of teachers affected are as follows:

Education Code 44256 (b) allows the holder of a multiple subject or a standard elementary teaching credential to teach any subject in departmentalized classes with 12 semester units, or 6 upper division units, in the subject to be taught.

<u>Name</u>	<u>Subject</u>
Michele Frayer	Science / Chavez

The following classified individuals to be employed in the capacities and (CLASSIFIED)
for the terms indicated, their salaries to be determined in accordance with salary
regulations of the district, it being understood that substitute classified personnel
and regular classified personnel performing substitute duties will be assigned by
the administration and paid in accordance with salary regulations governing the
specific assignment:

Name	Position	Effective Date
<u>New Hire</u>		
Brogdon, Susan	Child Nutrition Worker, Position #6627 Itinerant 5.0 hrs./185 days	02/03/2015
Morales, Maria A.	Child Nutrition Worker, Position #6410 Curren 5.0 hrs./185 days	02/03/2015
Varela, Esteban C.	Child Nutrition Worker, Position #2214 Curren 5.0 hrs./185 days	01/29/2015
Wofford, Aimee M.	Paraeducator II, Position #312 Pupil Services 5.75 hrs./183 days	02/02/2015
<u>Limited Term</u>		
Lopez, Gina	Child Nutrition Worker	01/02/2015
Rubalcaba, Lljayra	Paraeducator	01/26/2015
Wang, Jinbo	Paraeducator	02/03/2015
<u>Increase in Hours</u>		
Cardenas Ayala, Erick	Paraeducator III, Position #2948 Pupil Services 5.75 hrs./183 days	01/22/2015
	Paraeducator III, Position #2948 Pupil Services 5.0 hrs./183 days	
Cardenas Lopez, Alma R.	Paraeducator III, Position #1953 Pupil Services 5.75 hrs./183 days	01/22/2015
	Paraeducator III, Position #1953 Pupil Services 5.0 hrs./183 days	

Tapia, Ruby	Paraeducator III (B), Position #1899 Pupil Services 5.75 hrs./183 days Paraeducator III (B), Position #1899 Pupil Services 5.0 hrs./183 days	02/04/2015
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Transfer

Flores, Guadalupe	Child Nutrition Worker, Position #1583 Fremont 5.5 hrs./185 days Child Nutrition Worker, Position #2851 Fremont 5.0 hrs./185 days	01/20/2015
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Mendoza, Anthony	Custodian, Position #840 Curren 8.0 hrs./246 days Custodian, Position #2541 Fremont 4.0 hrs./246 days	02/09/2015
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FMLA

Figuerola, Karina	Attendance Accounting Technician, Position #1836 Ramona 8.0 hrs./192 days	01/30/2015- 04/23/2015
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Resignation

Borunda, Rosa	Library Media Technician, Position #2515 Brekke 5.0 hrs./190 days	02/17/2015
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Chen, Li	Position Control Specialist, Position #1263 Budget & Finance 8.0 hrs./246 days	02/16/2015
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Littlejohn, Michael	Transportation Manager, Position #0409 Transportation Department 8.0 hrs./246 days	01/30/2015
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D.1 Trustee O’Leary motioned to vote for Christina Urias (Santa Paula USD) and John B Walker (Ventura USD), Trustee Duff seconded the motion; following discussion, on a roll call vote of 2-2-abstain (Trustees O’Leary and Duff were Aye votes, Trustees Morrison and Robles-Solis were Nay votes, and Trustee Cordes abstained), motion failed. 2015 CSBA DELEGATE ASSEMBLY ELECTION

Trustee Morrison motioned to vote for Kelsey Steward (Santa Paula USD) and Christina Urias (Santa Paula USD), Trustee Robles-Solis seconded the motion; on a roll call vote of 3-2 (Trustees Morrison, Cordes and Robles-Solis were the Aye votes, Trustees O’Leary and Duff were the Nay votes); the Board of Trustees voted to submit their vote for the above mentioned candidates and directed administration to submit the official ballot on behalf of the Oxnard School District Board of Trustees to CSBA. (Motion #14-108)

D.2 Mr. Yuri Calderon with Caldwell Flores Winter, Inc. provided a brief summary on the ratification for additional DSA Inspection Services for Project No. 1 – Kindergarten and Science Reconfiguration Projects which included 22 classrooms at eight school sites. CONSIDERATION AND RATIFICATION OF SUPPLEMENTAL WORK AUTHORIZATION LETTER #001S FOR ADDITIONAL

Following discussion, on motion by Trustee Morrison, seconded by Trustee Cordes and carried on a roll call vote of 4-0, Trustee O’Leary was not present during the vote; the Board of Trustees ratified the Supplemental Work Authorization Letter No. 1 to Nolte Vertical 5 for Project No. 1 of the Oxnard DSA INSPECTION SERVICES (IOR), FOR PROJECT NO. 1 KINDERGARTEN AND

Facilities Implementation Program in the amount of \$56,680.00, to be paid with Measure “R” Funds.

Following the vote, Trustee Cordes requested that for the future if they would highlight the items that were unforeseeable and where the extra costs came from by project/site. Mr. Calderon stated this information could be provided to the Board in the future.

SCIENCE
RECONFIGURATION
PROJECTS PURSUANT
TO MASTER
AGREEMENT #13-130
WITH NOLTE VERTICAL
5
(Motion #14-110)

D.3 On motion by Trustee Morrison, seconded by Trustee Duff and carried on a roll call vote of 4-0, Trustee O’Leary was not present during the vote; the Board of Trustees ratified appointment of Trustee Debra M. Cordes as the representative of the Board to the English Learner Master Plan Advisory Committee and Trustee Ernest “Mo” Morrison as the alternate.

RATIFY APPOINTMENT
OF BOARD
REPRESENTATIVE TO
DISTRICT COMMITTEE
– ENGLISH LEARNER
MASTER PLAN
ADVISORY
COMMITTEE
(Motion #14-111)

E.1 Ms. Lisa Cline, Assistant Superintendent, Business & Fiscal Services provided a report on the potential savings to be realized by a possible May 2015 refunding. Following discussion, Ms. Cline informed the Board that this item would be presented to the Board of consideration and action at a future board meeting.

REPORT ON
GENERAL
OBLIGATION BOND
REFUNDING

E.2 Ms. Lisa Cline, Assistant Superintendent, Business & Fiscal Services informed the Board that there had been no change since the last report of two weeks ago. She informed the Board that the government would be looking at funding models, perhaps for the state facilities bond in 2016.

BUDGET UPDATE

Dr. Cesar Morales:

- Commended Elm and Marshall Principals for their K-5 Strand presentation this evening.
- Stated they were wowed by the two students from Ramona School that assisted during the beginning of the board meeting.
- Reported he visited Fremont School and participated in the dance classes with students in Ms. Decile’s and Mr. Fernandez’ P.E. class.

SUPERINTENDENT
ANNOUNCEMENTS

Mr. Ernie Mo Morrison:

- Reported he participated as a judge in the African American Speech Contest at Driffill School.
- Requested in the planning stages of the new middle school that the district/Board decide what the academy strands will be so that the school can be designed accordingly.

TRUSTEES
ANNOUNCEMENTS

Mrs. Debra M. Cordes:

- Reported last week she visited Ritchen, Marshall and Fremont schools and really enjoyed visiting the classrooms. She thanked Mrs. Anguiano, Principal at Ritchen for the book she gave her. At Marshall she visited kindergarten classes where the students were celebrating the 100 day and completing art projects which were great to see since art had not been a part of curriculum for a long time.

- At Fremont she toured the school with Mr. Brisbine, visiting classrooms which were set up for 6th, 7th, and 8th graders.
- Reported today she visited Rose Avenue School classrooms and observed the recycling project during lunch time.
- She also visited Ramona School, the principal was not available but a teacher on break took her to a couple of classrooms. She suggested that Board Members get the district badges, so when they are visiting campus, they can be identified.
- Reported she also attended the EL Master Plan meeting which was very informative.
- She also encouraged participation to the African American Speech Contest and the Cesar Chavez Contest which are great opportunities for students to do research and practice public speaking.

Mr. Albert “Al” Duff Sr.:

- Reported he visited Lemonwood School and stated it is a large campus with a lot of portables and 920 students in grades kindergarten through seventh grade. He met with Mrs. Villavicencio and Mrs. Yvette Stein gave him a tour of the campus. He was also invited to return and participate in Read Across America the first week of March.
- Congratulated Dr. Cesar Morales for an outstanding State of the District, you did a wonderful job, it was well received and OSD is preparing the students for the future.
- He also reported that the district is in the process of reconstructing three of the oldest schools in the district, Harrington, Lemonwood and Elm Schools and encouraged support to future facility bonds.

Mr. Denis O’Leary:

- Stated he would like to see a discussion and vote on class size reduction and being the Board representative on the LCFF Committee this was one of the priorities among the parents and the community.
- He would also like to discuss and vote on Public Labor Agreement in the near future. As well as have the district consider partnering with the Mexican Consulate in regards to their “Plazas Comunitarias” to assist parents, students and the community.
- Reported that three years ago the Board passed a Resolution #11-33 For Respect of Indigenous Peoples which stated the District would formulate an anti-bullying committee to monitor problems, he understands the committee was never formed and would like to move forward with this committee.
- Stated that tonight was the first time in 12 years that a speaker was cut short to 15 minutes, we should have allowed more time because it had to be translated. Past practice has always been if the individual needed more than 15 minutes the Board has always allowed more time. He stated the Board needed to have a discussion on this topic on what will happen in the future.

There being no further business, on motion by Trustee Morrison, seconded by Trustee O’Leary, President Robles-Solis adjourned the meeting at 8:06 p.m.

ADJOURNMENT

Respectfully Submitted,
DR. CESAR MORALES
District Superintendent and
Secretary to the Board of Trustees

By our signature below, given on this _____ day of _____, 20____, the
Governing Board of the Oxnard School District approves the Minutes of the Regular Board meeting of
February 18, 2015; on motion of 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



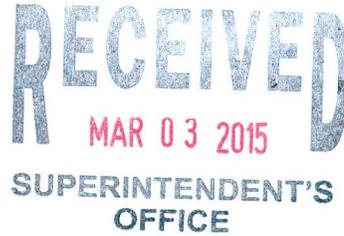
Norman R. Brekke School
1400 Martin Luther King Jr. Drive
Oxnard, California 93030

Tel 805-385-1521

Fax 805-485-4467



To: Dr. Morales, Superintendent
From: Jodi Nocero
Principal, Brekke School
Date: March 2, 2015
Re: Donation



In honor of Dr. Seuss's Birthday and our Read Across America event, the Oxnard Educators Association (OEA) graciously donated books to the Brekke library. This has become a tradition for OEA for Read Across America and we are extremely grateful for their donation. As you know, schools are constantly in need of books for our students and the donation will contribute to both our non-fiction and fiction collections in our school library. They have chosen wonderful titles that I am sure will engage many readers. I respectfully request that the Board of Trustees be notified of this donation.

Thank you,

Jodi Nocero 

OEA

Oxnard Educators Association

2775 North Ventura Road, #108 Oxnard, California 93036 (805) 981-6424

March 5, 2015

Dr. Cesar Morales, Superintendent
Oxnard School District
1051 South "A" Street
Oxnard, CA 93030

RECEIVED
MAR 04 2015
SUPERINTENDENT'S
OFFICE

Dear Cesar,

During the week of March 2, 2015, the Oxnard Educators Association donated two to three new, hardcover books to each school library in the Oxnard School District in honor of Read Across America 2015. As part of the Read Across America celebration, approximately fifteen more hardcover books were donated to individual classrooms across the district through classroom visitations. As teachers, we believe that reading is a joyous experience that broadens the horizons and enriches the lives of our students. The teachers of the Oxnard School District are delighted to have spent approximately \$800 providing new books for our students' enjoyment. Please advise the Oxnard School District Board of Trustees of this donation.

Sincerely,



Robin Lefkovits, President
Cheryl Gunther, Vice President
Oxnard Educators Association

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Nancy Carroll

Date of Meeting: 3/18/15

STUDY SESSION _____

CLOSED SESSION _____

SECTION B: HEARINGS _____

SECTION C: CONSENT _____ **X**

SECTION D: ACTION _____

SECTION E: REPORTS/DISCUSSION _____

SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

Approval of Agreement #14-200 - UC Santa Barbara-MESA Program–Haydock, Frank & Fremont Middle Schools (Carroll/Bond/Joyce/Brisbine)

MESA is a program designed to serve educationally disadvantaged students and to the extent possible by law, emphasize participation by students from groups with low rates of eligibility for four-year colleges (including first generation college graduates). MESA Program is designed to support students from sixth grade through university. The MESA Program accomplishes its goals by focusing on student academic development in STEM, College and STEM career preparation, teacher professional development, and parent education involvement.

FISCAL IMPACT:

Haydock: Title 1 – Not to exceed \$1,400.00
Frank: Title 1 – Not to Exceed \$1,400.00
Fremont : Title 1 - Not to Exceed \$1,400.00

RECOMMENDATION:

It is recommended by the Principals of Haydock, Frank and Fremont Middle Schools, and the Interim Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #14-200 with UC Santa Barbara–MESA Program.

ADDITIONAL MATERIAL(S):

Attached: Agreement #14-200, UC Santa Barbara-MESA Program (8 Pages)



UNIVERSITY OF CALIFORNIA, SANTA BARBARA



**UCSB MESA – Oxnard School District
MIDDLE SCHOOL SITE AGREEMENT #14-200
Academic Year 2014-2015**

OXNARD SCHOOL DISTRICT INFORMATION

District Name: Oxnard School District
School Names (full): *SEE BELOW
Mailing Address: 1051 South A Street., Oxnard,
CA 93030
Phone: (805) 487-3918 or 385-1501
Fax: (805) 486-6084

District Administrator: Dr. Nancy Carroll,
Interim Assistant Superintendent, Educational
Services
District Representative: Lisa A. Franz,
Purchasing Director
Website: <http://www.oxnardsd.org>

SCHOOL INFORMATION - R.J. FRANK MIDDLE

School Name (full): R.J. Frank Middle
Mailing Address: 701 North Juanita Ave., Oxnard,
CA 93030
Phone: (805) 385-1536
Fax: (805) 981-2754

Principal: Liam Joyce
MESA Advisor(s): Elizabeth Meza
Fred Pantoja
Website:
<http://www.oxnardsd.org/frank/Home.aspx>

SCHOOL INFORMATION - FREMONT MIDDLE

School Name (full): John C. Fremont Middle
Mailing Address: 1130 North M Street, Oxnard,
CA 93030
Phone: (805) 385-1539
Fax: (805) 485-2486

Principal: Greg Brisbine
MESA Advisor(s): William Milton
Paul White
Website:
<http://www.oxnardsd.org/fremont/Home.aspx>

SCHOOL INFORMATION - HAYDOCK MIDDLE

School Name (full): Richard B. Haydock Middle
Mailing Address: 462 West Hill Street, Oxnard,
CA 93033
Phone: (805) 385-1545
Fax: (805) 487-7159

Principal: Edd Bond
MESA Advisor(s): Erika Alstot
Website:
<http://www.oxnardsd.org/haydock/Home.aspx>

MEMORANDUM OF UNDERSTANDING

The Mathematics, Engineering and Science Achievement (MESA) Schools Program, a part of the University of California Santa Barbara (UCSB) Office of Education Partnerships and the College of Engineering (under contract with the University of California Office of the President), serves educationally disadvantaged students and, to the extent possible by law, emphasizes participation by students from groups with low rates of eligibility for four-year colleges (including students who will be in their families' first generation of college graduates). MESA provides an intersegmental pipeline of academic services from upper elementary through university level to increase the number of these students who graduate with degrees in math, science, and engineering.

The MESA Program is offered to designated schools as determined by the UCSB MESA Center based upon specified program criteria and student eligibility, as agreed upon by the University of California Santa Barbara MESA Center and the Oxnard School District. MESA is an officially registered and approved program with restricted name use, access, criteria, benefits, rights, and curricula.

To accomplish the MESA goals and outcomes, the program consists of four main areas of work:

1. Student Academic Development in STEM
2. College and STEM Career Preparation
3. Teacher Professional Development
4. Parent Education and Involvement

Specifically, UCSB MESA program serves its middle school students with innovative academic planning for high school achievement and college readiness, college and career exploration, and hands-on math and science enrichment programs at local school sites and/or Saturday Academies and events on a college campus, school campus, or STEM activity site. In addition, MESA students are introduced to study skills training, teamwork and student leadership training, and extracurricular intensives. MESA includes parent college-support education and leadership training, and professional development for advisors.

This partnership agreement is made, in consideration of mutual conditions and terms, by and among the SCHOOL DISTRICT, SCHOOL, MESA ADVISOR, and the UCSB MESA CENTER., hereinafter referred to by these terms. Any party may withdraw from this agreement with proper notice and written communication.

Under this agreement, *FRANK, FREMONT, AND HAYDOCK MIDDLE SCHOOLS* consent to:

1. Support MESA's philosophy, objectives and **program model**.
2. Support and implement MESA's **targeting policy**. MESA was developed and is funded to serve educationally disadvantaged and first-generation college-bound students. To the extent possible by law, MESA emphasizes the participation by students from groups with low rates of eligibility for four-year universities, and from populations that are underrepresented in science, technology, engineering and mathematics (STEM) fields.
3. Assign credentialed mathematics or science teacher(s), or a Counselor, to serve as the school-site **MESA Advisor(s)**, in consultation with and agreement by the MESA Center Director. The number of Advisors is contingent upon active student enrollment in MESA, aiming for balanced student cohorts that are retained throughout Middle school. The officially designated MESA Advisor(s), not to exceed two Advisors per school site, serve(s) as the school's lead for the school-site MESA program, interfacing directly with the UCSB MESA Center and staff.
4. Provide **school facilities and services**, at least once a week, for MESA Program activities.

5. Provide access to students, **student data**, and student academic records, including transcripts, with written parent permission to release student information to UCSB. This access is necessary to select, monitor and guide MESA participants. Sensitive information will be held in strict confidence.
6. Maintain an official **student enrollment** of at least 25-30 eligible students per grade level or per MESA Advisor (1-2 advisors per school site based upon student enrollment and participation in MESA).
7. Support MESA **student retention** and development of **cohorts**, middle school through high school graduation. To achieve this, a MESA goal is to serve a comparable distribution of student numbers between different grade levels. Emphasis is placed on enrolling MESA students at the school's earliest grade level, and retaining students through their transition to high school, and through high school to graduation.
8. Provide **release time** for the MESA Advisor to attend special meetings, trainings, or educational field trips. The school site covers substitute teacher pay. Generally, school-day activities are limited to 2 per year. Most professional development is scheduled after school or on weekends.
9. **Compensate fully subscribed and actively participating MESA Advisor(s)** with a stipend amount determined by the school site and/or Oxnard School District, but at least matching the individual stipend amount(s) paid by the UCSB MESA Program, per academic year. This amount may be prorated depending upon the number of official MESA Advisors per site, an Advisor's length of service, number of eligible students served, advisor-student ratio, planning, curriculum development, professional development, timely communication with school and MESA Center, response to information and report request, and participation by Advisor(s) and students in MESA Center activities. Advisor's OSD or school site stipends are paid directly and independently of the MESA Advisor stipend. All stipend amounts are dependent upon funding availability.
10. Provide **transportation** for MESA students, advisors, chaperones, and parents for scheduled MESA enrichment events, including (but not exclusively) Engineering and STEM events, college campus tours, Science & Technology MESA Day (MESA Day Prelims), other MESA Days (including MESA Regional Finals, and State Finals). Generally, activities requiring bus transportation are limited to three events per year.
11. Provide **travel expenses** (lodging and meals) for qualifying students, and their advisors and chaperones, for occasional MESA events requiring lengthy trips and overnight stays at the destination (typically in two-year cycles for Regional MESA Day Finals at CSU Fresno or UC Santa Cruz).
12. Provide appropriate district or **school-site funds**, on a case-by-case basis, and **in-kind support**, to supplement MESA funds and student materials, and to assist with program implementation and advisor needs.
13. Work cooperatively with school staff/faculty and the MESA Center Director and staff to explore and promote the establishment of a **MESA period, class, or an elective course**, scheduled during the regular school day. For such a MESA period (class), the instructor(s) will be compensated by the District or school site, and will also serve as a MESA Co-Advisor. No additional compensation will be provided for classes taught during the regular day.
14. Provide appropriate **funds for instructional and student materials for MESA periods, classes, elective courses** scheduled during regular school day.
15. Provide **facilities** at the school site(s) for **parent / family MESA programs** (i.e., trainings, orientations, STEM Education, etc.) on weekends or evenings.
16. Work cooperatively with school staff/faculty, other academic preparation programs and the MESA Center to insure that at least **50% of MESA students complete Algebra I (or Common Core equivalent) by grade 8.**

17. Work cooperatively with school staff/faculty, other academic preparation programs and the MESA Center to insure that at least **75% of MESA students complete Pre-Algebra and 2 years of Science (or Common Core equivalent) by the end of grade 8.**
18. Assist the MESA Center in **identifying potential field trip sites, guest speakers, or other enrichment opportunities** that foster program objectives.
19. Keep the **MESA Center informed** about school policies, administrative changes, course options and proceedings (e.g., student/parent handbooks, new course descriptions, academy developments, newsletters, and curriculum advancement, general school program information sessions, and include the MESA Program on the community partners' mailing list and district / school program websites).
20. Defend, indemnify and hold **University of California**, its officers, employees and agents harmless from and against any and all **liability**, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of School District, its officers, agents or employees.
21. Insure, at its sole cost and expense, its activities in connection with this agreement and obtain, keep in force, and **maintain insurance** as follows :

A. **COMMERCIAL FORM GENERAL LIABILITY** (contractual liability included) with minimum limits as follows:

- | | |
|--|-------------|
| 1. General Aggregate | \$2,000,000 |
| 2. Products/Completed Operations Aggregate | \$1,000,000 |
| 3. Personal and Advertising Injury | \$1,000,000 |
| 4. Each Occurrence | \$1,000,000 |

If the above insurance is written on a claims-made form, it shall continue for three (3) years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

B. **BUSINESS AUTOMOBILE LIABILITY**

For District owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than dollars \$1,000,000 per occurrence.

C. **WORKERS' COMPENSATION** as required under California State law.

D. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of University and Provider against other insurable risks relating to performance.

E. **ADDITIONAL REQUIREMENTS:**

1. It shall be expressly understood that the coverages required under Subparagraphs A. and B. shall not limit the liability of the School District.
2. The coverages referred to under Subparagraph A. and B. shall be endorsed to include THE REGENTS OF THE UNIVERSITY OF CALIFORNIA as an additional insured. A copy of the endorsement evidencing that The Regents of the University of California has been added as a named additional insured on the policies must be attached to the certificate of insurance.
3. The Certificate of Insurance CERTIFICATE HOLDER shall be named as follows:

REGENTS OF THE UNIVERSITY OF CALIFORNIA
Contracts and Property Office
3203 SAASB Bldg
University of California
Santa Barbara, CA 93106

4. Certificates shall provide for advance written notice to University in accordance with policy provisions of any modification, change, or cancellation of any component of the insurance coverage.

Under this agreement, the MESA Advisor(s) consent(s) to:

1. **Support the terms** outlined above in the District / Schools' section of this agreement.
2. Serve as the **lead for the MESA Program at the school site**, and work closely and cooperatively, with MESA Center staff to ensure the program's proper implementation.
3. **Attend, participate, and supervise MESA-sponsored activities**, including: regular student activity sessions, college campus tours, STEM education field trips, MESA Academies, Preliminary MESA Day Competitions (including Science & Technology MESA Day), Regional MESA Day Competitions, Statewide and National MESA Challenges if students qualify to compete, MESA Awards Celebration, student leadership sessions, and related MESA activities.
4. **Participate in professional development**, including regular MESA Advisor meetings, advisor training(s), and related special extracurricular activities. Usually, school-day activities are limited to 3 per year. MESA Advisor meetings are typically held after hours, 4 times a year, and attendance is required. MESA Advisor professional development opportunities are typically held in the summer, but may be throughout the school year.
5. Coordinate the **identification and recruitment of eligible and targeted students** for the school site program within the established guidelines, per the School's section of agreement which reads as follows: Support and implement MESA's targeting policy. MESA was developed and is funded to serve educationally disadvantaged and first-generation college-bound students. To the extent possible by law, MESA emphasizes the participation by students from groups with low rates of eligibility for four-year universities, and from populations that are underrepresented in science, technology, engineering and mathematics (STEM) fields.
6. Meet **deadlines for required forms**, including student enrollment, sign-up's, permission forms, communications' response, and data submission. Extensions may be granted for extenuating circumstances and with advance communication to, and approval from, the MESA Center before the actual deadline.
7. Review for proper completion and required signatures, and submit to the MESA staff required **Student Enrollment** documents and Waivers by the associated deadline(s).
8. Maintain and submit monthly, accurate, clear and detailed **Student Activity Records**.
9. Request extra or special activity materials, which are not regularly provided by the MESA Center, in advance to the MESA Center staff. Most **materials** that are regulation and required for official student competitions are provided by the MESA Center in reasonable quantities for the number of students who will compete in MESA Days. Provision of other materials is dependent upon funds and supplies, and cannot be guaranteed by the MESA program.
10. Maintain and submit accurate, clear and detailed **receipts** – within a short period of time - for any materials purchases that, previously, were requested and approved in writing by the MESA Center Director.

11. Assemble **MESA students** and conduct hands-on mathematics/science **enrichment activities** after-school, or during a designated additional time period, for at least one hour per week, and preferably for two hours on average. Activities should be focused on MESA Day events and supplemental STEM lessons.
12. Promote **academic preparation and college motivation information** with students, and assist MESA staff with academic preparation exercises for students.
13. Implement, not necessarily exclusively, the **curricular resources** provided by the MESA Center.
14. **Communicate regularly** with the MESA Program Director, Coordinator(s) and MESA Center Staff, particularly with respect to program progress, needs, concerns or special requests.
15. Assist the MESA Center in **identifying** potential field trip sites, guest speakers, other **enrichment opportunities, and resources** that foster program objectives.
16. Provide the MESA Center with **constructive feedback** on how to improve the program's operation, success, efficiency, and curricular resources.

Under this agreement, and subject to available funding, the *University of California, Santa Barbara MESA Schools Program* consents to:

1. Make **final selection of the MESA Advisor(s)**, in consultation with the School Site Administrator, to be reviewed at the start of each new academic year.
2. Plan and conduct **four annual Advisor Meetings** or information sessions.
3. Provide the MESA Advisor(s) with **review sessions, trainings and professional development** opportunities related to the MESA model.
4. **Work closely and cooperatively with the MESA Advisor(s)** to develop and implement the MESA Program.
5. Assist school-site personnel and Advisor(s) with the recruitment, selection, enrollment, and retention of **eligible MESA student participants**.
6. Maintain and use all **student data** provided by the school site in **strict confidence** and solely for the purposes of targeting, selecting, monitoring and guiding MESA participants.
7. Conduct, guide or assist with **orientation and recruitment sessions** for prospective MESA student participants and their parents.
8. Provide **personnel and financial resources, subject to available funding, for the implementation of the MESA model**. This includes coordination of academic and enrichment activities, curricular resources, materials and supplies required for official competitions, educational field trips, and oversight of MESA efforts at school sites.
9. **Compensate fully subscribed and actively participating MESA Advisor(s)** with a stipend amount not to exceed \$700. each, nor to exceed \$1,400.00 for the total number of advisors at a school site, per academic year. Individual advisor stipends will be paid directly to advisor by the UCSB MESA program. The stipend amount per advisor is determined by the number of MESA-approved advisors who are serving the prescribed student cohort composition. Advisors' stipends are pro-rated depending upon the number of official MESA advisors per site, an advisor's length of service, number of eligible students served, advisor-student ratio, planning, and participation in curriculum development, professional development, timely communication with school and MESA Center, response to information and report request, and participation by Advisor(s) and students in MESA Center activities.

10. Maintain and submit **official MESA enrollment records and reports** regularly and to meet deadlines established by MESA Statewide, UCSB, and funding sources.
11. If available, assign a mentor or tutor (generally, a college MESA student) to **assist the MESA Advisor(s)** with MESA Day project preparation, academies, pre-competitions, and STEM activities.
12. Provide educational, outreach leadership, and **STEM activities for parents** of MESA participants, in collaboration with MESA Advisor(s) and school personnel.
13. Work closely with MESA Advisor(s) to provide **academic preparation, college knowledge, career information**, particularly in STEM fields, for MESA students.
14. **Coordinate recurrent MESA events**, including Science and Technology MESA Days, and Regional MESA Days.
15. Provide facilities at **UCSB or affiliated local college sites** for special MESA activities.
16. Act as the **liaison between the district, school site and the Statewide MESA Office** and affiliated MESA Centers.
17. Manage the **administrative responsibilities** of the program.
18. **Seek external financial and in-kind support** for enrichment activities through grants, proposals and other partnerships.
19. **University shall defend, indemnify and hold School District, its officers, employees and agents harmless** from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, agents or employees.

This agreement is acknowledged by all parties with the signatures below, and expires on June 30, 2015.

Under this agreement, Oxnard School District and the University of California Santa Barbara MESA Schools Program consent to the following:

1. Either the University or the District may terminate this Agreement and cease the UCSB MESA Program by giving at least thirty (30) days' written notice to the other party.
2. This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof, and may be modified or amended only by a written agreement signed an authorized signatory of each party hereto.

APPROVAL SIGNATURES

 Lisa A. Franz, Director, Purchasing, Oxnard School District

 Date

 OSD Board Approval Date

Please print two copies. Send both original documents with appropriate signatures to the following address:

UC Santa Barbara
MESA Program
c/o Office of Education Partnerships
1501 South Hall
Santa Barbara, CA 3106-3011

TEL: 805.893.8347
FAX: 805.893.3871

When all signatures and Board approval are received, OSD and UCSB MESA will each receive an original copy.

Phyllis Brady, UCSB MESA Programs Director

Date

Mario Castellanos, UCSB Office of Education Partnerships
Executive Director and UCSB MESA Co-Principal Investigator

Date

Glenn Beltz, UCSB College of Engineering Associate Dean
and UCSB MESA Principal Investigator

Date

BOARD AGENDA ITEM

Name of Contributor: Dr. Nancy Carroll

Date of Meeting: 3/18/15

STUDY SESSION

CLOSED SESSION

SECTION B: HEARINGS

SECTION C: CONSENT

SECTION D: ACTION

SECTION E: REPORTS/DISCUSSION

SECTION F: BOARD POLICIES

 X

1st Reading _____ 2nd Reading _____

Approval of Agreement/MOU #14-201 – Ventura County Office of Education (Carroll/Arellano)

Professional coaching services will be provided for the Executive Director of English Learner Services. Coaching services will be specific to the District's needs. Support services will be provided to the Executive Director as the Director works toward greater student achievement for all.

FISCAL IMPACT:

Not to exceed \$3,600.00 – LCFF

RECOMMENDATION:

It is the recommendation of the Executive Director, English Learner Services, and the Interim Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #14-201 with the Ventura County Office of Education.

ADDITIONAL MATERIALS:

Attached: Agreement/MOU #14-201, Ventura County Office of Education (1 Page)

**AGREEMENT #14-201 BETWEEN
VENTURA COUNTY OFFICE OF EDUCATION AND OXNARD SCHOOL DISTRICT FOR
PROFESSIONAL LEARNING PARTNER AND COACHING SERVICES**

The scope of this document is to define the roles and responsibilities of the **Ventura County Office of Education Department** of Curriculum and Instruction staff to **Oxnard School District**, hereafter called "District" The purpose is to support and guide the instructional director as the director works toward greater student achievement for all.

The role of the professional learning partner and coach is one of mentor and guide, not evaluator. The professional learning partner/coach from VCOE will maintain confidentiality and aid the director in self-reflection and in expanding the director's repertoire of professional practice.

This serves as a Memorandum of Understanding and Responsibility Agreement that "the District" and the Ventura County Office of Education will work together toward promoting effective leadership. All agencies believe that this collaboration will enhance skillful leadership throughout focused coaching. Each agency, according to its defined role, agrees to participate in coordinating, providing and financing the following services for the purpose of this agreement.

1. **Ventura County Office of Education agrees to:**
 - a. Provide coaching services for one instructional director.
 - b. Provide twice monthly, 90 minute coaching sessions for the instructional director beginning March 19, 2015 to June 30, 2015.
 - c. Provide coaching specific to the District's needs.
 - d. Invoice Oxnard School District \$3,600.00 for the instructional director to receive a professional learning partner and coaching services.
 - e. Maintain ownership of all documents and data produced in coaching sessions.

2. **The District agrees to:**
 - a. Pay Ventura County Office of Education, Curriculum and Instruction, the amount of \$3,600.00 as invoiced.

The Ventura County Office of Education shall monitor this Agreement to oversee implementation of project activities. This Memorandum of Understanding and Responsibility Agreement shall be effective upon signature and implemented March 19, 2015 – June 30, 2015.

For Oxnard School District:

Lisa A. Franz, Director, Purchasing

Date

For Ventura County Office of Education:

Valerie Chrisman, Ed.D., Associate Superintendent

BOARD AGENDA ITEM

Name of Contributor: Dr. Nancy Carroll

Date of Meeting: 3/18/15

STUDY SESSION

CLOSED SESSION

SECTION B: HEARINGS

SECTION C: CONSENT

SECTION D: ACTION

SECTION E: REPORTS/DISCUSSION

SECTION F: BOARD POLICIES

 X

1st Reading _____ 2nd Reading _____

Approval of Agreement/MOU #14-202 – Oxnard Union High School District (Carroll/Thomas)

Pacifica High School TECA program will provide high school students interested in careers in education to work with students in the elementary and middle schools of the Oxnard School District. The purpose is for the high school students to experience areas of education and help them understand their career path in education. The students in the Oxnard School District benefit by having a positive high school role model provide tutoring in a supervised environment.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Interim Director, Curriculum, Instruction & Accountability, and the Interim Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #14-202 with the Oxnard Union High School District.

ADDITIONAL MATERIALS:

Attached: Agreement/MOU #14-202, Oxnard Union High School District (1 Page)

Agreement/Memorandum of Understanding #14-202

Between Oxnard School District and Oxnard Union High School District

This document shall serve as a Memorandum of Understanding between Pacifica High School of the Oxnard Union High School District and the Oxnard School District for the purpose of hosting TECA student tutors at the elementary and middle school level during the 2014-2015 and 2015-2016 school years.

It is understood that Oxnard School District will provide classrooms within their school district at the elementary and middle school level and Pacifica High School of the Oxnard Union High School District will provide the student tutors from their TECA program.

It is understood that the tutoring services are in conjunction with the certificated teacher being present in the classroom the entire time services are offered. Students are not replacing any paid positions, and are there to work in collaboration with, and in support of the certificated classroom teacher.

It is understood that Pacifica High School student tutors will be in said classrooms a maximum of once per week for no more than 40 minutes in said role.

It is understood that the services provided by Pacifica High School student TECA tutors are free, and the certificated teachers of the Oxnard School District are collaborating with said TECA students free of charge and voluntarily as well.

This Agreement/Memorandum of Understanding shall be effective upon signature and implemented March 19, 2015 through June 30, 2016.

Oxnard Union High School District:

Oxnard School District:

**Steve Dickinson, Asst. Superintendent
Business Services**

Lisa A. Franz, Director, Purchasing

Date

Date

**Bijou S. Beltran
Principal, Pacifica High School**

Date

BOARD AGENDA ITEM

Name of Contributor(s): Jorge Gutierrez

Date of Meeting: March 18, 2015

- Study Session _____
- Closed Session _____
- A. Preliminary _____
- B. Hearing _____
- C. Consent Agenda X
- D. Action Items _____
- E. Reports/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

TITLE: Approval of Agreement #14-203 BTC Labs-Vertical Five (Gutierrez)

The District is in the process of closing out past modernization projects with the Division of the State Architect (DSA). As part of this effort, BTC Labs-Vertical Five will provide project inspection services for the Chavez School Modernization project.

FISCAL IMPACT:

\$2,720.00 – Developer Fees

RECOMMENDATION:

It is the recommendation of the Executive Director of Facilities Planning, Engineering and Operations that the Board approve Agreement #14-203 with BTC Labs-Vertical Five to provide project inspection services in the amount not to exceed \$2,720.00.

ADDITIONAL MATERIAL(S):

1. Agreement #14-203
2. BTC-Vertical Five proposal

OXNARD SCHOOL DISTRICT

Agreement #14-203

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 18th day of March, 2015 by and between the Oxnard School District (“District”) and BTC Labs – Vertical Five (“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 **March 19, 2015 through September 18, 2015** (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 Seven Hundred Twenty Dollars (\$2,720.00), 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
1055 South C Street
Oxnard, California, 93030
Attention: Jorge Gutierrez
Phone: (805) 385.1514 x2501
Fax: (805) 486.5848

To Consultant: BTC Labs – Vertical Five
1868 Palma Drive, Suite A
Ventura, CA 93003
Attention: Scott Moors
Phone: (805) 656.6074
Fax: (805) 650.6264

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.** JORGE GUTIERREZ 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:

BTC LABS – VERTICAL FIVE:

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 #14-203

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #14-203

SERVICES

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

PER ATTACHED PROPOSAL NO. 2015.06.0005, DATED 2/20/15

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

PER ATTACHED PROPOSAL NO. 2015.06.0005, DATED 2/20/15

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 #14-203

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #14-203

COMPENSATION

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

Total Compensation Not to Exceed \$2,720.00

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 \$2,720.00 as provided in Section 4 of this Agreement.

- Not Project Related
- Project #14-203

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #14-203

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 #14-203

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 #14-203

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #14-203

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).

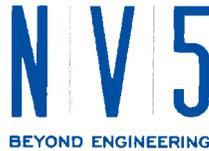
Consultants are required to file disclosures when, pursuant to a contract with the District, the Consultant will make certain specified government decisions or will perform the same or substantially the same duties for the District as a staff person would.

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, **BTC LABS – VERTICAL FIVE**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing



February 20, 2015

Proposal No: 2015.06.0005

Oxnard School District
1055 So. C Street
Oxnard, CA 93030

DSA: 03-103921
File No.: 56-22

ATTENTION: Jorge Gutierrez, Executive Director

SUBJECT: **Proposal for Project Inspector for the Chavez Elementary School Modernization - Close Out**

NOLTE - Vertical Five is pleased to submit this proposal for the referenced project. Our estimated scope of services and estimated costs are detailed below.

Scope of Work and Cost Estimate

	<u>Rate</u>	<u>Units</u>	<u>Total</u>
DSA Project Inspector (estimate part-time) DSA Form 5 and DSA-6 are included	\$ 85.00 hr	32	\$ 2,720.00
TOTAL:			\$ 2,720.00

Notes:

1 Travel time and mileage will be waived to project job site for Project Inspector.

NV5 appreciates the opportunity to be of service. If you have any questions, please do not hesitate to contact us.

Respectfully Submitted,
NOLTE – Vertical Five

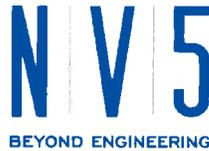


Carol Harrison
Marketing Manager

Reviewed By,



Scott Moors, CEG 1901
President



February 20, 2015

Proposal No: 2015.06.0005

Oxnard School District
1055 So. C Street
Oxnard, CA 93030

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Notes:

1 Travel time and mileage will be waived to project job site for Project Inspector.

NV5 appreciates the opportunity to be of service. If you have any questions, please do not hesitate to contact us.

Respectfully Submitted,
NOLTE – Vertical Five



Carol Harrison
Marketing Manager

Reviewed By,



Scott Moors, CEG 1901
President

BOARD AGENDA ITEM

Name of Contributor: Dr. Nancy Carroll

Date of Meeting: 3/18/15

STUDY SESSION _____

CLOSED SESSION _____

SECTION B: HEARINGS _____

SECTION C: CONSENT **X**

SECTION D: ACTION _____

SECTION E: REPORTS/DISCUSSION _____

SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

Approval of Agreement #14-204 – N2Y Inc. (Carroll/Phipps)

N2Y will provide training to Special Day Class Moderate to Severe teachers on the Unique Learning System online, interactive, standard-based curriculum, specifically designed for students with special needs.

FISCAL IMPACT:

Not to exceed \$3,000.00 – Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Interim Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement #14-204 with N2Y Inc.

ADDITIONAL MATERIAL(S):

Attached: Agreement #14-204, N2Y Inc. (13 Pages)
 Quote #Q159951 (1 Page)
 Certificate of Insurance (1 Page)

OXNARD SCHOOL DISTRICT

Agreement #14-204

AGREEMENT FOR CONSULTANT SERVICES

This Agreement for Consultant Services (“Agreement”) is entered into as of this 18th day of March, 2015 by and between the Oxnard School District (“District”) and N2Y 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 **March 19, 2015** through **April 30, 2015** (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, including reimbursement for actual expenses, shall not exceed Three Thousand Dollars (\$3,000.00), 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 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: Marikaye Phipps
Phone: (805) 385.1501 x2161
Fax: (805) 487.9648

To Consultant: N2Y Inc.
PO Box 550
Huron, OH 44839
Attention: Nicole Hronek
Phone: (419) 433.9800
Fax: (419) 433.9810

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.** **MARIKAYE PHIPPS** 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:

N2Y 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 #14-204

EXHIBIT A
TO AGREEMENT FOR CONSULTANT SERVICES #14-204

SERVICES

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

*PER ATTACHED QUOTE #Q159951

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

N/A

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 #14-204

EXHIBIT B
TO AGREEMENT FOR CONSULTANT SERVICES #14-204

COMPENSATION

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

**TOTAL FEE NOT TO EXCEED \$3,000.00

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 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 \$3,000.00, as provided in Section 4 of this Agreement.

- Not Project Related
- Project #14-204

EXHIBIT C
TO AGREEMENT FOR CONSULTANT SERVICES #14-204

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 #14-204

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 #14-204

EXHIBIT D
TO AGREEMENT FOR CONSULTANT SERVICES #14-204

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, **N2Y INC.**, who will provide Services under the Agreement, is is not subject to disclosure obligations.

Date: _____

By: _____

Lisa A. Franz
Director, Purchasing

Onward Academy, LLC

Training Entity for n2y Products

P.O. Box 550
 Huron, OH 44839
 Phone: 419-433-9800
 Fax: 419-433-9810
 Prepared by: Nicole Hronek

QUOTE

DATE:	2/5/2015
QUOTE #	Q159951
Customer ID	
Valid Until:	4/27/2015

Customer

Mary Truax
 Oxnard School District
 1051 South A Street
 Oxnard, CA 93030
mtruax@oxnardsd.org
 805-385-1501 xt.2162

DESCRIPTION	QTY	AMOUNT
Daily Training for n2y products CA Oxnard School District	1	\$3,000.00

TERMS AND CONDITIONS

1. Customer will be billed after indicating acceptance of this quote
2. Purchase order must be received prior to delivery of service and goods
3. Please fax, mail or email the signed price quote along with a copy of the purchase order.

Customer Acceptance (sign below):

x _____

Print Name:

Subtotal	\$	3,000.00
Taxable	\$	-
Tax rate		0.000%
Tax due	\$	-
Other	\$	-

TOTAL Due \$ 3,000.00

If you have any questions about this price quote, please contact billing@n2y.com or 419-433-9800



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/27/2015

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 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 Weickert Agencies 2274 W State Street Fremont, OH 43420	CONTACT NAME: Jamie M. Thompson PHONE (A/C, No., Ext): (419)332-6423 FAX (A/C, No.): (419)332-5955 E-MAIL ADDRESS: jamie@weickertagencies.com
	INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Hastings Mutual Insurance Company 14176 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER: 00000000-0** **REVISION NUMBER: 1**

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:			CPP9745554	03/01/2015	03/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CPP9745554	03/01/2015	03/01/2016	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 \$			ULC9752877	03/01/2015	03/01/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
A	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	CPP9745554	03/01/2015	03/01/2016	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Oxnard School District
 1051 South A St.
 Oxnard, CA 93030

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

(JMT)

BOARD AGENDA ITEM

Name of Contributor: Dr. Nancy Carroll

Date of Meeting: 3/18/15

STUDY SESSION	_____
CLOSED SESSION	_____
SECTION B: HEARINGS	_____
SECTION C: CONSENT	<u> X </u>
SECTION D: ACTION	_____
SECTION E: REPORTS/DISCUSSION	_____
SECTION F: BOARD POLICIES	1 st Reading _____ 2 nd Reading _____

Approval of Agreement #14-205 – NatureBridge (Carroll/Thomas)

In response to the District’s initiative to create an Academy Focus at K-5 schools, the staff at Marina West would like to participate in professional development from the NatureBridge organization.

One focus for Marina West is Environmental Science and NatureBridge provides **FREE** professional development to teachers in the areas of science, based on the Next Generation Science Standards. Their program provides teachers with instructional strategies they can use and how they can incorporate local resources (i.e. Channel Islands) to create effective science lessons for students.

NatureBridge will provide the instructor and materials for training. There is no cost for this professional development.

FISCAL IMPACT:

None

RECOMMENDATION:

It is the recommendation of the Interim Director, Curriculum, Instruction & Accountability, and the Interim Assistant Superintendent, Educational Services, that the Board of Trustees approve Agreement/MOU #14-205 with NatureBridge.

ADDITIONAL MATERIALS:

Attached: Agreement #14-205, NatureBridge (2 Pages)
Certificate of Insurance (9 Pages)



NATUREBRIDGE AGREEMENT FOR PROGRAMS OXNARD SCHOOL DISTRICT

Parties: NatureBridge agrees to provide services to the Oxnard School District (hereafter referred to as "Group"), subject to the terms and conditions of this Agreement. For purposes of this Agreement, the term "Group" means and includes the Group, its officers, directors, employees and agents, as well as all affiliated students, participants, teachers, chaperones, and other individuals who participate in any way in any NatureBridge Program ("Program"), and the term "NatureBridge" means and includes Golden Gate, Yosemite, Olympic, Southern California, Prince William Forest campuses and each of their respective officers, directors, agents and employees.

Scope of Work: NatureBridge will provide a free professional development for Oxnard School District teachers focused on the Next Generation Science Standards Practices and highlighting local Channel Island examples and content. Oxnard School District will provide a facility to conduct the professional development classes. This will occur on the single date listed below.

Facilities and Equipment: NatureBridge agrees that it shall be solely responsible for any damages to Group facilities and equipment caused by the act or omission of NatureBridge or any of its members.

Theft & Loss: NatureBridge assumes no responsibility or liability for the loss or theft of personal property belonging to the Group.

Insurance: The Group agrees that it is self-insured and/or maintains insurance, with limits of not less than \$1,000,000.00, for the activity covered by this Agreement. NatureBridge agrees that it is self-insured and/or maintains insurance, with limits of not less than \$1,000,000.00, for the activity covered by this Agreement, and agrees to name the Group as additional insured on any policy of insurance or self-insurance coverage.

Indemnity: The Group agrees to defend, indemnify, save and hold harmless NatureBridge from any and all claims, losses, damages, liability or injury caused by, arising out of, or in any way connected with, any negligent or wrongful act or omission on the part of the Group or any of its members.

Except as otherwise expressly provided in this Agreement, NatureBridge agrees to defend, indemnify, save and hold harmless the Group from any and all claims, losses, damages, liability or injury caused by, arising out of, or in any way connected with, any wrongful or negligent act or omission on the part of NatureBridge.

Non-Discrimination: NatureBridge and its contractors and/or subcontractors will not discriminate against any individual or group based upon race, color, religion, national origin, sex, age, ancestry, citizenship, physical or mental disability, marital status, medical condition or sexual orientation.

Privacy policy: NatureBridge respects the privacy of the information provided by our clients and customers. NatureBridge will never sell or make available this information to other organizations. NatureBridge reserves the right to use this information for internal marketing and development purposes. Participants can opt out of receiving this information at any time.

California and Washington Law/Severability: This Agreement is entered into and governed by the laws of the State of California for California programming and the State of Washington for Washington programming. Any provision determined to be void or illegal for any reason shall be deemed severable, and all other provisions of this Agreement shall remain in full force and effect.

Mediation/Arbitration:

IN THE EVENT OF ANY DISPUTE BETWEEN THE PARTIES WITH REGARD TO THE TERMS OF THIS AGREEMENT, THE PARTIES AGREE FIRST TO SUBMIT SUCH DISPUTE TO MEDIATION, IN SAN FRANCISCO, CA FOR CALIFORNIA PROGRAMMING, AND SEATTLE, WA FOR WASHINGTON PROGRAMMING, IN A GOOD FAITH ATTEMPT TO RESOLVE SUCH DISPUTE INFORMALLY. SHOULD MEDIATION NOT RESOLVE THE DISPUTE, THE PARTIES AGREE TO SUBMIT THE DISPUTE TO BINDING ARBITRATION IN SAN FRANCISCO, CA FOR CALIFORNIA PROGRAMMING AND SEATTLE,



WA FOR WASHINGTON PROGRAMMING, BEFORE THE AMERICAN ARBITRATION ASSOCIATION, PURSUANT TO THE RULES GOVERNING COMMERCIAL DISPUTES. ANY AWARD RENDERED THEREIN SHALL BE FINAL AND BINDING UPON EACH OF THE PARTIES. INITIALLY, THE COSTS AND EXPENSES OF THE ARBITRATION PROCEEDING, INCLUDING BUT NOT LIMITED TO THE ARBITRATOR'S FEES AND ANY EXPENSES RELATED TO THE FACILITIES IN WHICH THE ARBITRATION IS CONDUCTED, SHALL BE SHARED EQUALLY BETWEEN THE PARTIES TO THE ARBITRATION. EACH OF THE PARTIES SHALL BEAR ITS OWN ATTORNEYS' FEES AND EXPENSES. PROVIDED, HOWEVER, THAT THE ARBITRATOR SHALL, IF HE OR SHE DETERMINES THAT THERE IS A PREVAILING PARTY, INCLUDE AN AWARD FOR ATTORNEYS' FEES AND COSTS TO SAID PREVAILING PARTY. FOR PURPOSES OF THIS PARAGRAPH, THE COSTS TO BE AWARDED TO THE PREVAILING PARTY SHALL INCLUDE THE COSTS, EXPENSES AND FEES RELATED TO THE ARBITRATOR AND THE FACILITIES

Complete Agreement: It is mutually understood and agreed that this Agreement constitutes the entire agreement between the parties on the subjects encompassed herein; that all prior agreements, oral or written, are expressly superseded; and that no changes or modifications to the terms of this Agreement shall be valid unless made in writing and signed by both parties.

Authority: Each person signing below represents and warrants that he/she is authorized to enter into this Agreement and to commit his/her organization to its terms.

Dated: 3.6.15

By NatureBridge: 
Authorized Representative

For internal reporting only:
Group Name: Oxnard School District
Invoice#: _____
Campus: Southern California
Dates: April 14, 2015

Dated: _____

By Group: _____
Authorized Representative
Lisa A. Franz
Director, Purchasing



CERTIFICATE OF LIABILITY INSURANCE

NATUR-2

OP ID: OS

DATE (MM/DD/YYYY)

03/05/2015

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 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 Farallone Pacific Insurance Services, License# 0F84441 859 Diablo Avenue Novato, CA 94947 Daniel J. Costello		Phone: 415-493-2500 Fax: 415-493-2505	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):
INSURED NatureBridge 28 Geary Street, Suite 650 San Francisco, CA 94108		INSURER(S) AFFORDING COVERAGE INSURER A: Riverport Insurance Company INSURER B: New York Marine and General INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 36684	

COVERAGES**CERTIFICATE NUMBER:****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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		RIC0013920	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Incl Host Liquor						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Incl Sexual Abuse						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						Emp Ben. \$ 1M/2M
A	AUTOMOBILE LIABILITY			RIC0013920	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS						\$
A	UMBRELLA LIAB	X		REL0013921	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 5,000,000
	EXCESS LIAB						AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N/A	WC20140006446	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Excess over Excess			RXS0013922	07/01/2014	07/01/2015	Excess Retention \$ 5,000,000

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

Oxnard School District, its officers, directors, employees and agents, as well as all affiliated students, participants, teachers, chaperones, and other individuals who participate in any way in any NatureBridge Program are included as an Additional Insured per attached form RPCG74120805.

RE: Teacher professional development training on 04/14/15

CERTIFICATE HOLDER**CANCELLATION**

Oxnard School District 1051 South A Street Oxnard, CA 93030	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 

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NOTEPAD

INSURED'S NAME **NatureBridge**

NATUR-2
OP ID: OS

PAGE 2
DATE **03/05/15**

NAMED INSURED:

NatureBridge
Yosemite National Institutes
headlands Institute
Olympic Park Institute
Yosemite Institutue
Santa Monica Mountains Institute
The Presidio Environmental Institute

RIVERPORT INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL LIABILITY BROADENING ENDORSEMENT

This endorsement modifies the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Throughout this endorsement, the words “you” and “your” refer to the Named Insured shown in the Declarations. The word “we,” “us,” and “our” refer to the company providing this insurance.

The following is only a summary of the additional coverages provided by this endorsement and is provided only for your reference and convenience. For the Limits of Insurance and the additional coverages provided by this endorsement, read the provisions on the following pages and the Coverage Form, which this endorsement modifies.

SUBJECTS OF INSURANCE

Broadened Bodily Injury

Broadened Personal and Advertising Injury

Broadened Property Damage

Broadened Fire, Lightning, Explosion, and Sprinkler Leakage - \$500,000

Broadened Medical Payments - \$10,000

Broadened Supplementary Benefits

a. Bail Bonds - \$1,000

b. Expenses Incurred to Assist in Defense - \$500 per Day

Broadened Newly Acquired or Formed Organization

Broadened Non-Owned or Chartered Watercraft or Aircraft

Broadened Commercial General Liability Conditions

a. Duties in the Event of Occurrence, Offense, Claim, or Suit

b. Liberalization – Automatic Coverage If We Adopt Broader Coverages

c. Notice to Company

Automatic Coverage for “Special Events”

Automatic Additional Insureds

a. Athletic Activity Participants

b. Contractual Obligations

c. Funding Sources

d. Manager or Lessor of Premises

e. Owner, Manager, Operator, or Lessor of “Special Event” Premises

f. Supervisors or Higher in Rank – Co-Employee Exclusion Removed

g. Limitations

Blanket Waiver of Subrogation

Priority of Application for Multiple Insureds

The coverages listed in this endorsement are provided as extensions or additions to your insurance program.

RIVERPORT INSURANCE COMPANY

1. BROADENED BODILY INJURY

SECTION V – DEFINITIONS

Item 3. is replaced with:

3. "Bodily injury" means physical injury, sickness, or disease sustained by a person, including death resulting from any of these. "Bodily injury" also means mental injury, mental anguish, humiliation, or shock sustained by a person, if directly resulting from physical injury, sickness, or disease sustained by that person.

2. BROADENED PERSONAL AND ADVERTISING INJURY

SECTION V – DEFINITIONS

Item 14. is replaced with:

14. "Personal and Advertising Injury" means injury, including consequential "bodily injury" arising out of one or more of the following offenses during the policy period.
 - a. False arrest, detention, or imprisonment;
 - b. Malicious prosecution or abuse of process;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling, or premises that a person occupies by or on behalf of its owner, landlord, or lessor;
 - d. Oral, written, televised, videotaped, or electronic publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products, or services;
 - e. Oral, written, televised, videotaped or electronic publication of material that violates a person's right of privacy; or
 - f. Misappropriation of advertising ideas or style of doing business; or
 - g. Infringement of copyright, title, or slogan.
 - h. Mental injury, mental anguish, humiliation, or shock, if directly resulting from Items 14.a. through 14.g. above.

SECTION I – COVERAGES

COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY

2. Exclusions, Paragraphs b. and c. are replaced with:

(b) Material Published with Knowledge of Falsity

"Personal and advertising injury" arising out of oral, written, televised, videotaped, or electronic publication of material, if done by or at the direction of the insured with knowledge of its falsity;

(c) Material Published Prior to Policy Period

"Personal and advertising injury" arising out of oral, written, televised, videotaped, or electronic publication of material whose first publication took place before the beginning of the policy period;

3. BROADENED PROPERTY DAMAGE

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

2. Exclusions, Paragraph a. is replaced with:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

4. BROADENED FIRE, LIGHTNING, EXPLOSION AND SPRINKLER LEAKAGE

A. SECTION III – LIMITS OF INSURANCE

Paragraph 6. is replaced with:

6. Subject to 5. above, the Damage to Premises Rented to You Limit is the most we will pay under Coverage A for damages because of "property damage" to:

- a. Any one premises while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner; and
- b. Personal property of others in your care, custody, or control, while at premises rented to you or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner, arising out of any one fire, lightning, explosion or sprinkler leakage occurrence.

The Damage to Premises Rented to You Limit is the greater of:

- c. \$500,000; or
- d. The amount shown in the Declarations for Damage to Premises Rented to You Limit.

B. SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

2. Exclusions, Paragraphs c. through n., do not apply to damage by fire, lightning, explosion, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in LIMITS OF INSURANCE (SECTION III).

C. SECTION IV – COMMERCIAL

GENERAL LIABILITY CONDITIONS

4. Other Insurance, Item b. (1) (b) is replaced with:

- (b) That is Fire, Lightning, Explosion, or Sprinkler Leakage insurance for premises

RIVERPORT INSURANCE COMPANY

rented to you or temporarily occupied by you with permission of the owner; or

D. SECTION V – DEFINITIONS

Item **9.a.** is replaced with:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner is not an “insured contract”;

E. This Broadened Coverage is subject to all the terms of **SECTION III – LIMITS OF INSURANCE.**

F. This Broadened Coverage does not apply if Fire Damage Liability of **COVERAGE A (SECTION I)** is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

5. BROADENED MEDICAL PAYMENTS

A. SECTION III – LIMITS OF INSURANCE

The following provision is added to Paragraph **7:**
The Medical Expense Limit shall be the greater of:

- a. \$10,000; or
- b. The amount shown in the Declarations for Medical Expense Limit.

B. This Medical Expense Limit is subject to all the terms of **SECTION III – LIMITS OF INSURANCE.**

C. This above Medical Expense Limit does not apply if **COVERAGE C MEDICAL PAYMENTS** is excluded either by the Declaration to this Coverage Part or by an endorsement to this Coverage Part.

6. BROADENED SUPPLEMENTARY PAYMENTS SECTION I – COVERAGES SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

Paragraphs **1.b.** and **1.d.** are replaced with:

- b. Up to \$1,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit,” including actual loss of earnings up to \$500 a day because of time off from work.

7. BROADENED NEWLY ACQUIRED OR FORMED ORGANIZATION

SECTION II – WHO IS AN INSURED

Item **3.a** is replaced by the following:

3. a. Coverage under this provision is afforded only until the 120th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

8. BROADENED NON-OWNED OR CHARTERED WATERCRAFT OR AIRCRAFT

SECTION I – COVERAGES

COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY

Paragraph **2.g.** is replaced by the following:

2. g. “Bodily injury” or “property damage” arising out of the ownership, maintenance, use, or entrustment to others of any aircraft, “auto,” or watercraft owned by or operated by, or rented or loaned to, any insured. Use includes operation and “loading or unloading.”
This exclusion does not apply to:
 - (1) A watercraft while ashore on premises you own or rent;
 - (2) A watercraft you do not own that is:
 - (a) Less than 51 feet long; and
 - (b) Not being used to carry persons or property for a charge;
 - (3) Parking an “auto” on, or on the ways next to premises you own or rent, provided the “auto” is not owned by or rented, or loaned to you or the insured;
 - (4) Liability assumed under any “insured contract” for the ownership, maintenance, or use of aircraft, watercraft, or “autos”; or
 - (5) “Bodily injury” or “property damage” arising out of the operation of any of the equipment listed in Paragraph **f. (2)** or **f. (3)** of **SECTION V – DEFINITIONS**, Paragraph **12.**, “Mobile Equipment”; or
 - (6) An aircraft you do not own that is:
 - (a) Hired, chartered, or loaned with a crew; and
 - (b) Not owned in whole or in part by any insured.
 - (7) This insurance does not apply, under Paragraph **g.(1)** and **g.(2)** above, if the insured has any other insurance for “bodily injury” or “property damage” which would also apply to loss covered under this provision, whether the other insurance is primary, excess, contingent, or on any other basis.
 - (8) This insurance is excess, under Paragraph **g. (6)** above, over any other insurance, whether the other insurance is primary, excess, contingent or on any other basis.

9. BROADENED COMMERCIAL GENERAL LIABILITY CONDITIONS

A. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS Paragraph 2. Duties in The Event Of Occurrence, Offense,

RIVERPORT INSURANCE COMPANY

Claims Or Suit is amended to add the following provision:

- e. Your obligation to notify us as soon as practicable of an "occurrence," or offense under Paragraph **2.a.** above, or a claim or "suit" or offense under Paragraphs **2.a., 2.b.,** and **2.c** above, is satisfied if you send us written notice as soon as practicable after any of your "executive officers," directors, partners, insurance managers, or legal representatives becomes aware of, or should have become aware of, such "occurrence," offense, claim or "suit."

B. SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

The following provisions are added:

10. Liberalization

If we adopt any revision that would broaden the coverage under this coverage part without additional premium within 30 days prior to or during the policy period, the broadened coverage will immediately apply to this coverage part.

11. Notice To Company

If you report an "occurrence" or offense to your Workers' Compensation insurer which later becomes a claim under this Coverage Part, failure to report such "occurrence" or offense to us at the time of the "occurrence" or offense will not be considered a violation of the **Duties In The Event Of Occurrence, Offense, Claim Or Suit Condition**, if you notify us as soon as practicable when you become aware that the "occurrence" or offense has become a liability claim.

10. AUTOMATIC COVERAGE FOR "SPECIAL EVENTS"

- A. You are automatically covered for all "special events" which you organize, promote, administer, sponsor, or conduct during the term of this policy.

B. SECTION V – DEFINITIONS

This Section is amended to add the following paragraph:

23. "Special Event" means any event:

- a. The purpose of which is to raise funds for you; or
- b. To recognize the accomplishments of your organization, your "employees," or your volunteer workers; or
- c. Which you, or an individual or organization with whom you have entered into a contract or agreement, organize, promote, administer, sponsor, or conduct for the purposes described in Paragraphs **a.** or **b.** above; and
- d. Which takes place on premises owned by you, or on premises while rented or leased to you or to that organization described in Paragraph **c.** above.

11. SECTION II – WHO IS AN INSURED

The following provisions are added:

5. Automatic Additional Insured(s)

a. Additional Insureds – Athletic Activity Participants

- (1) This policy is amended to include as an insured any person(s) [hereinafter called Additional Insured(s)] representing you while participating in amateur athletic activities that you sponsor. **However, no such person is an insured for:**

- (a) "Medical expenses" under **COVERAGE C. MEDICAL PAYMENTS.**

- (b) "Bodily Injury" to:

- (i) A co-participant, your volunteer worker or your "employee" while participating in amateur athletic activities that you sponsor; or

- (ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company); or

- (c) "Property damage" to property owned by, occupied or used by, rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by:

- (i) A co-participant, your volunteer worker, or your "employee"; or

- (ii) You, or any partner or member, (if you are a partnership or joint venture), or any member (if you are a limited liability company).

b. Additional Insured – Contractual Obligations

- (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) that you are required by a written "insured contract"; to include as an insured, subject to all of the following provisions:

- (a) Coverage is limited to liability arising out of:

- (i) Your ongoing operations performed for such Additional Insured; or

- (ii) Such Additional Insured's financial control of you; or

- (iii) The maintenance, operation or use by you of equipment leased to you by such Additional Insured; or

- (iv) A permit issued to you by a state or political subdivision.

- (b) Coverage does not apply to any "occurrence" or offense:

- (i) Which took place before the execution of, or subsequent to the completion or expiration of, the written "insured contract"; or

RIVERPORT INSURANCE COMPANY

- (ii) Which takes place after you cease to be a tenant in that premises.
 - (c) With respect to architects, engineers, or surveyors, coverage does not apply to "Bodily Injury," "Property Damage," "Personal Injury," or "Advertising Injury" arising out of the rendering or the failure to render any professional services by or for you including:
 - (i) the preparing, approving, or failing to approve or prepare maps, drawings, opinions, reports, surveys, change orders, designs or specifications; and
 - (ii) supervisory, inspection, or engineering services.
 - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.
 - (e) In the event that you are engaged in the manufacture or assembly of any goods or products for the benefit or at the direction of another party, pursuant to a contract or agreement with that party, this Paragraph (d) does not extend coverage to that party as an Additional Insured. Coverage for such a party will be extended only by a specific endorsement issued by us and naming such party.
- c. Additional Insured – Funding Sources**
- (1) This policy is amended to include as an insured any Funding Source (hereinafter called Additional Insured) which requires you in a written contract to name such Additional Insured but only with respect to liability arising out of your premises or "your work" for such Additional Insured, and only to the extent set forth as follows:
 - (a) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all the terms, conditions and exclusions for this policy. The Limits of Insurance applicable to the Additional Insured are inclusive of, and not in addition to, the Limits of Insurance shown in the Declarations.
 - (b) The coverage provided to the Additional Insured is not greater than that customarily provided by the policy forms specified in and required by the contract.
 - (c) In no event shall the coverages or Limits of Insurance in this Coverage Form be increased by such contract.
 - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured
- d. Additional Insured – Manager or Lessor of Premises**
- (1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease or rent your premises and which requires you to add such person or organization as an Additional Insured in this policy under:
 - (a) A written contract; or
 - (b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured; but only if the written or oral agreement is an "insured contract,"
 - (i) currently in effect or to become effective during the term of this policy; and
 - (ii) executed prior to the "bodily injury," "property damage," "personal injury", or "advertising injury."
 - (2) With respect to the insurance afforded the Additional Insured identified in Paragraph d. (1) immediately above, the following additional provisions apply:
 - (a) This insurance applies only to liability arising out of the ownership, maintenance, or use of that portion of the premises leased to you;
 - (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the written contract or agreement or in the Declarations for this policy and subject to all this policy's terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.
 - (c) In no event shall the coverages or Limits of Insurance in this Coverage Part be increased by such contract or agreement.
 - (d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured

RIVERPORT INSURANCE COMPANY

whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

(3) This insurance does not apply to:

- (a) Any "occurrence" or offense which takes place after you cease to be a tenant in the premises covered by this endorsement; or
- (b) Structural alterations, new construction, or demolition operations performed by or on behalf of the Additional Insured.

e. Additional Insured – Owner, Manager, Operator or Lessor of "Special Events" Premises

(1) This policy is amended to include as an insured any person or organization (hereinafter called Additional Insured) from whom you lease, rent or occupy the premises upon which a "special event" is held, sponsored or conducted by you, or on your behalf, under:

- (a) A written contract; or
- (b) An oral agreement or contract where a Certificate of Insurance has been issued showing that person or organization as an Additional Insured; but only if the written or oral agreement is an "insured contract,"
 - (i) currently in effect or to become effective during the term of this policy; and
 - (ii) executed prior to the "bodily injury," "property damage," "personal injury," or "advertising injury."

(2) With respect to the insurance afforded the Additional Insured identified in Paragraph e. (1) of this endorsement, the following additional provisions apply:

- (a) This insurance applies only to liability arising out of the use of that portion of the premises while leased or rented to you for the specific "special event";
- (b) The Limits of Insurance applicable to the Additional Insured are the lesser of those specified in the contract or agreement pertaining to the use of the premises or in the Declarations for this policy and subject to all of this policy's terms, conditions, and exclusions. The Limits of Insurance applicable to the Additional Insured are inclusive of, not in addition to, the Limits of Insurance shown in the Declarations.
- (c) In no event shall the coverage or Limits of Insurance in this Coverage Form be increased by such contract or agreement.

(d) Coverage provided herein shall be considered excess over any other valid and collectible insurance available to the Additional Insured whether that other insurance is primary, excess, contingent, or on any other basis unless a written contractual arrangement specifically requires this insurance to be primary.

(3) This insurance does **not** apply to:

- (a) Any "occurrence" or offense which takes place after you cease to be a tenant, licensee or occupant in the premises covered by this endorsement; or
- (b) Any acts or "occurrences" caused by or attributable to the owner, manager, operator, or lessor of the premises upon which the "special event" is held.

f. Additional Insured – Supervisors or Higher in Rank

(1) This policy is amended to include as insured any "employees" (hereinafter called Additional Insured), designated as supervisor or higher in rank, who are authorized by you to exercise direct or indirect supervision and control over "employees" and the manner in which work is performed, but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" designated as supervisor or higher in rank, is an insured for:

- (a) "Bodily injury" or "personal injury":
 - (i) To you, to your partners or members (if you are a partnership or joint venture), or to your members (if you are a limited liability company);
 - (ii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in paragraph (a)(i) above; or
 - (iii) Arising out of his or her providing or failing to provide professional health care services.
- (b) "Personal Injury":
 - (i) to a co-"employee" while in the course of his or her employment, or
 - (ii) to the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (b)(i) above;
 - (iii) for which there is any obligation to share damages with or repay someone else who must pay damages because of the injury

RIVERPORT INSURANCE COMPANY

described in Paragraph **(b) (i)** or **(b) (ii)** above.

- (c)** "Property damage" to property:
- (i)** owned, occupied or used by; or
 - (ii)** rented to, in the care, custody, or control of, or over which physical control is being exercised for any purpose by:
you, any of your "employees," any partner, or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

g. Additional Insured – LIMITATIONS

- (1)** The persons, entities, or organizations to which coverage is extended under Paragraphs **a.** (Athletic Activity Participants), **b.** (Contractual Obligations), **c.** (Funding Sources), **d.** (Managers or Lessors of Premises), and **e.** (Owner, Manager, Operator, or Lessor of "Special Events" Premises) are Additional Insureds, but only:
- (a)** With respect to each Additional Insured's vicarious liability for "actual damages" solely caused by you or by "your work" that is ongoing for such Additional Insured's supervision of "your work"; and
 - (b)** If the Additional Insured did not cause or contribute to the "occurrence" or act resulting in liability.
- (2)** If an endorsement is attached to this policy and specifically names a person or organization as an Additional Insured, then the coverage extended under this paragraph **4. AUTOMATIC ADDITIONAL INSURED(S)** does not apply to that person, entity, or organization.
- (3) SECTION V – DEFINITIONS,**
This section is amended to add the following Item **24**:
- 24.** "Actual Damages" is to have its usual and customary legal meaning and excludes without limitation, punitive damages, restitution, penalties, and formula damages added to "actual damages" and any other enhanced damages.
- (4)** All other terms and conditions of this Coverage Part which are not inconsistent with this Paragraph **h.** apply to coverage extended to the above referenced Additional Insureds **REGARDLESS OF WHETHER OR NOT A COPY OF THIS COVERAGE PART AND/OR ITS ENDORSEMENTS ARE DELIVERED TO AN ADDITIONAL INSURED.**

12. BLANKET WAIVER OF SUBROGATION

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

Item **8.** is replaced with:

8. Transfer of Rights Of Recovery Against Others To Us And Blanket Waiver Of Subrogation

- a.** If an insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.
- b.** If required by written "insured contract," we waive any right of recovery we may have against any person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract for that person or organization and included in the "products-completed operations hazard."

13. PRIORITY OF APPLICATION FOR MULTIPLE INSURED(S)

SECTION III – LIMITS OF INSURANCE

This Section is amended to add the following paragraph:

- 8.** In the event a claim or "suit" is brought against more than one insured, due to "bodily injury" or "property damage" from the same "occurrence," or "personal injury," or "advertising injury," from the same offense, we will apply the Limits of Insurance in the following order:
- a.** You;
 - b.** Your "executive officers," directors, "employees," and
 - c.** Any other insureds in any order that we choose.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

BOARD AGENDA ITEM

Name of Contributor: Dr. Nancy Carroll

Date of Meeting: 3/18/15

STUDY SESSION _____
CLOSED SESSION _____
SECTION B: HEARINGS _____
SECTION C: CONSENT **X**
SECTION D: ACTION _____
SECTION E: REPORTS/DISCUSSION _____
SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

Award of RFP #14-02, Network Switches Project – E-Rate (Carroll/Kubilos)

RFP’s were solicited for Layer 3 capable Network Switches – E-Rate pursuant to Public Contract Code 20110. Three proposals were received and opened at 4:00 pm., Friday, February 27, 2015. It is requested that the Board of Trustees award the bid submitted by CDW Government LLC., as the low, responsive and responsible bidder.

The E-Rate portion will net the district 85% of the eligible costs. The district will have a 15% total responsibility which will be paid from Measure “R”.

Bids were evaluated on the following matrix:

Selection Criteria	Criteria Weight
Eligible Cost	30
Preferred Manufacturer	25
Past experience with OSD	25
Conformance to RFP Instructions	20

A summary of the bid results is listed below:

<u>Bidder</u>	<u>Points</u>	<u>Amount</u>
CDW Government LLC	100	\$1,098,468.32
Starnet	98	\$1,192,197.96
Quintron	88	\$ 954,076.30

FISCAL IMPACT: \$164,775.34 – Measure R

RECOMMENDATION:

It is the recommendation of the Chief Information Officer, and the Interim Assistant Superintendent, Educational Services, that the Board of Trustees award RFP #14-02 Network Switches Project – E-Rate, to CDW Government LLC. for a total cost of \$1,098,468.32. E-Rate will fund 85% or \$933,692.98, and the remaining 15% or \$164,775.34, will be paid from Measure “R”.

ADDITIONAL MATERIALS:

Attached: RFP #14-02 Response, CDW Government LLC. (28 Pages)
Bid Evaluation Matrix (1 Page)

Oxnard School District
Network Electronics RFP #14-02
2-25-15



CDW Government LLC
230 N. Milwaukee Ave.
Vernon Hills, IL 60061





2-25-15

Oxnard School District
1051 South A St
Oxnard, California 93030

Subject: CDW•G Response to Network Electronics RFP #14-02

To Whom It May Concern,

Oxnard School District is seeking a qualified vendor to provide Wireless Equipment. CDW Government LLC (CDW•G), a leading provider of technology solutions to school districts, is pleased to present this response for E-Rate Funding Year 18.

Founded in 1984, CDW is the country's leading IT solutions provider. As of February 2015, CDW employed approximately 7,200 coworkers and generated sales of \$12.07 billion in 2014. Incorporated in 1998, CDW•G is a wholly owned subsidiary of CDW that focuses on the public sector, including educational institutions.

Our strength is in servicing large numbers of customers with multiple orders, while adding value services. Here are a few of the reasons why our customers return to us time and again:

- **E-Rate.** CDW•G has participated in the E-Rate program since its inception in 1998. Our SPIN number is 143005588 and our FRN (FCC) Code is 0012123287. CDW•G is in Green Light status.
- **Experienced Account Team.** Your Account Manager, Pat Hein, is Oxnard SD's primary point of contact and is dedicated to supporting Oxnard SD's every step of the way with this project. Pat Hein has been serving K-12 schools for over 7 years.
- **Quick Availability.** With two warehouses totaling more than one million square feet of storage space, Oxnard SD's will receive the same superior customer service for individual orders as they will with large rollouts. Most of CDW•G's in-stock credit released orders will ship the same day the order is placed. Shipments may be shipped directly from the manufacturer depending on inventory.

If you have any questions concerning this proposal response, please contact your dedicated CDW•G Account Manager, Pat Hein at 866.642.8073, or via email at pathei@cd.com

Sincerely,

Pat Hein
Account Executive
CDW Government LLC

CDW•G Company Overview



CDW is a Fortune 500 company and a leading provider of integrated information technology ("IT") solutions in the U.S. and Canada. We help our customer base of more than 250,000 small, medium and large business, government, education and healthcare customers by delivering critical solutions to their increasingly complex IT needs. Our broad array of offerings range from discrete hardware and software products to integrated IT solutions such as mobility, security, data center optimization, cloud computing, virtualization and collaboration. Our product portfolio includes more than 100,000 products from more than 1,000 brands. We provide these solutions through a large and experienced sales force and service delivery team consisting of more than 4,300 coworkers, including nearly 1,400 highly skilled technology specialists and engineers.

We are a leading U.S. sales channel partner for many original equipment manufacturers ("OEMs") and software publishers (collectively, our "vendor partners"), whose products we include in our offerings. We believe we are an important extension of our vendor partners' sales and marketing capabilities, providing them with a cost-effective way to reach customers and maintain a consistent brand experience through our established end-market coverage and extensive customer access. In 2014, we generated over \$1 billion of revenue for three of our vendor partners and over \$100 million of revenue for an additional 12 of our vendor partners. Our annual net sales for 2014 was \$12.07 billion.

Company Quick Facts

Headquarters: Vernon Hills, IL
Annual Net Sales (2014):
\$12.07 Billion
Number of Customers: 250,000+
Number of Coworkers: 7,200+
Number of Locations: 26
Fortune 500 Rank (2013): 265
Ticker Symbol: CDW (NASDAQ)

We provide value to our customers by simplifying the complexities of technology across design, selection, procurement, integration and management. Our goal is to have our customers, regardless of size, view us as an indispensable extension of their IT staffs. We seek to achieve this goal by providing our customers with superior service through our large and experienced sales force and service delivery teams. Our multi-brand offering approach, which is not limited to any particular brand or product technology, enables us to identify the products or combination of products that best address each customer's specific organizational IT requirements.

Our customers include private sector businesses that typically employ fewer than 5,000 employees, government agencies and educational and healthcare institutions. We serve our customers through service delivery teams and channel-specific sales teams with extensive technical skills and knowledge of the specific markets they serve. This market segmentation allows us to customize our offerings for our customers, which often do not have the expertise or resources to effectively evaluate and to optimally implement IT solutions. We currently have five dedicated customer channels: small business, medium/large business, government, education and healthcare, each of which generated over \$12.07 billion in net sales in 2014. The scale and diversity of our customer channels provides us with multiple avenues for growth and a balanced customer base to weather economic and technology cycles.

Corporate Structure

CDW Government LLC is a wholly owned subsidiary of CDW LLC, which is a wholly owned subsidiary of CDW Holdings LLC. CDW Holdings LLC is owned by CDW Corporation, which is a publically traded entity under NASDAQ, ticker symbol "CDW".

CDW•G Officers

Thomas E. Richards	Chairman and Chief Executive Officer
Christina V. Rother	President
Douglas E. Eckrote	Senior Vice President - Strategic Solutions and Services
Ann E. Ziegler	Senior Vice President and Chief Financial Officer
Kevin P. Adams	Vice President - Program Management
Anne B. Ireland	Vice President - Sales Planning & Operations
Virginia L. Seggerman	Vice President and Controller
Robert J. Welyki	Vice President, Treasurer and Assistant Secretary
Christine A. Leahy	Secretary
Mary Jo C. Georgen	Assistant Secretary
Lora Laverty	Assistant Secretary
Timothy F. Chmielewski	Assistant Treasurer
Max W. Reed	Vice President, Program Management

Rapid Growth

CDW was founded in 1984 as a home-based business. As of February 2015, CDW employed approximately 7,200 coworkers. Sales for the past four years are shown in the attached chart.

We attribute our tremendous growth to our strong strategic partnerships, large, on-site inventories, on-line procurement management tool, efficient operations, technical expertise and commitment to each of our customers. CDW's past annual reports and other financial releases can be found online at cdw.com.

Year	CDW Sales (billions)	Percentage increase from prior year
2014	\$12.07	12.1%
2013	\$10.8	6.3%
2012	\$10.1	9.5%
2011	\$9.60	9.1%

Additional documentation may be viewed through the Financial Information page of CDWG.com or at the following link: <http://investor.cdw.com/financials.cfm>.

CDW•G Account Team

Pat Hein

Account Executive
Toll Free Phone: 866.642.8073
Fax: 312.705.6480
Email: pathei@cdw.com

Russ Keene

Sales Manager
Direct Phone: 312.705.9019
Email: russkee@cdwg.com

John Pellettieri

Director, K-12 Sales
Direct Phone: 312.705.3344
Email: johnpel@cdwg.com

Mark Ellis

ERATE Program Manager
Direct Phone: 732.982.0390
Fax: 732.380.6390
Email: markeli@cdwg.com

Amanda Ewertowski

Sr. Program Manager
Direct Phone: 312-705-3340
Fax: 312-705-8640
Email: amanda.ewertowski@cdw.com

Tara K. Barbieri

Director, Program Sales
Direct Phone: 203.851.7044
Fax: 847.990.8058
Email: tara@cdwg.com

Red Light System Status



Red Light Display System

[FCC](#) | [Fees](#) | Red Light Display System

Logged in as: CDW Government LLC (FRN: 0012123287) [[Log Out](#)] [Print](#) | [Help](#)

2/24/2015 3:59 PM **Current Status of FRN 0012123287**

STATUS: Green

You have no delinquent bills which would restrict you from doing business with the FCC.

The Red Light Display System checks all FRNs associated with the same Taxpayer Identification Number (TIN). A green light means that there are no outstanding delinquent non-tax debts owed to the Commission by any FRN associated with the requestor's TIN. The Red Light Display System was last updated on 02/24/2015 at 6:37 AM; it is updated once each business day at about 7 a.m., ET.

Customer Service

[Red Light Help](#) [FCC Debt Collection](#) [FCC Fees](#) [Web Policies / Privacy Policy](#)

Red Light Display System Help Line: (877) 480-3201 , option 4, 4; TTY (202) 414-1255  (Mon.-Fri. 8 a.m.-6:00 p.m. ET)

Red Light Display System has a dedicated staff of customer service representatives standing by to answer your questions or concerns. You can email us at arinquiries@fcc.gov or fax us at (202) 418-7869 .

Spin #143005588

FCC Registration #0012123287

ERATE Order Process

A. Ordering

Purchase orders should be submitted directly to Seller at the following address or fax number:

CDW Government LLC

Attn: E-Rate Sales K-12

230 N. Milwaukee Ave.

Vernon Hills, IL 60061

Phone: 800.328.4239

Facsimile: Please fax Purchase Orders to your Account Manager, see 'Account Team' section.

B. Required Information

All orders must include 1) a contact name; 2) phone number; 3) purchase order number; 4) part number; 5) Product description; 6) original and discounted Product price 7) percentage Customer owes and percentage SLD owes (if applicable) 8) ship to location; 9) bill to location; and 10) FRN number for each part number. SEPARATE PURCHASE ORDERS SHOULD BE SUBMITTED FOR PRODUCTS THAT ARE NOT ELIGIBLE FOR E-RATE FUNDING. ALL ORDERS ARE SUBJECT TO ACCEPTANCE BY SELLER.

C. Assistance with Order

Customer may call 1-800-328-4239 to get assistance on any purchase order. Any terms or conditions stated in or on the Customer's purchase order which are not consistent with or in addition to the terms and conditions in this Agreement or the Product Sales Terms and Conditions shall be null and void and shall not be applicable hereto or binding on Seller. IN THE CASE OF CHANGES TO PRODUCTS AFTER A CUSTOMER ORDER HAS BEEN ACCEPTED BUT BEFORE THE PRODUCT HAS SHIPPED, SELLER WILL MAKE REASONABLE EFFORTS TO MAKE AVAILABLE TO THE CUSTOMER A COMPARABLE OR BETTER PRODUCT AT THE SAME OR LESSER PRICE WHEN OR IF AVAILABLE, UPON APPROVAL FROM SLD ON PRODUCT SUBSTITUTION.

4. PRICE AND PAYMENT TERMS

A. Price

Price shall be as stated in the quotation attached hereto as Exhibit I by Seller's Account Manager. Prices are exclusive of federal, state, local, or other taxes, which shall be the responsibility of the Customer. Any taxes will be listed separately on the invoice.

B. Payment Terms (Customer must choose one)

1. Form 474 Service Provider Invoice (SPI) Method

Seller will invoice Customer for their portion of the Products upon shipment of Product and Customer shall pay the invoiced amount (discounted amount owed by Customer) within thirty (30) days from date of invoice.

2. Form 472 Billed Entity Applicant Reimbursement (BEAR) Method

Seller will invoice Customer for their portion of the Products upon shipment of Product and Customer shall pay the invoiced amount (full amount owed by Customer) within thirty (30) days from the date of invoice.

All payments for both methods shall be submitted to the address presented below:

CDW-G
Attn: Accounts Receivable
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

Payment terms are subject to continuing credit approval by Seller. Seller may change credit or payment terms at any time when, in Seller's opinion, Customer's financial condition, previous payment record, or the nature of Customer's relationship with Seller so warrants.

Seller may discontinue performance under this Agreement (i) if Customer fails to pay any sum when due under this Agreement or any other agreement with Seller until payment is received or (ii) if Customer is in violation of applicable regulations.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, CUSTOMER IS RESPONSIBLE FOR PAYMENT OF 100% THE PRICE OF PRODUCTS IN THE CASE WHERE CUSTOMER PLACES ORDER FOR PRODUCTS SLD DISALLOWS CUSTOMER'S REQUEST FOR DISCOUNT AND REFUSES PAYMENT TO SELLER OF THE DISCOUNT AMOUNT FOR PRODUCTS. IF SLD DISALLOWS CUSTOMER'S REQUEST FOR DISCOUNT CUSTOMER IS IN NO WAY REQUIRED TO PLACE ORDER FOR PRODUCTS.

Cost Proposal / CDW•G E-Rate Agreement

Please see CDW•G's Cost Proposal following this page.

General Contract Terms and Conditions (If Applicable)

Warranty

Oxnard School District (or "Customer") understands that CDW•G is not the manufacturer of the products purchased by Customer hereunder and the only warranties offered are those of the manufacturer, not CDW•G or its Affiliates. In purchasing the products, Customer is relying on the manufacturer's specifications only and is not relying on any statements, specifications, photographs or other illustrations representing the products that may be provided by CDW•G or its Affiliates. CDW•G AND ITS AFFILIATES HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES EITHER EXPRESS OR IMPLIED, RELATED TO PRODUCTS, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF TITLE, ACCURACY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR ANY WARRANTY RELATING TO THIRD PARTY SERVICES. THE DISCLAIMER CONTAINED IN THIS PARAGRAPH DOES NOT AFFECT THE TERMS OF ANY MANUFACTURER'S WARRANTY. Customer expressly waives any claim that it may have against CDW•G or its Affiliates based on any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property rights (each a "Claim") with respect to any product and also waives any right to indemnification from CDW•G or its Affiliates against any such Claim made against Customer by a third party. Customer acknowledges that no employee of CDW•G or its Affiliates is authorized to make any representation or warranty on behalf of CDW•G or any of its Affiliates that is not in this Agreement. CDW•G will not be responsible for and no liability shall result to CDW•G or any of its Affiliates for any delays in delivery which result from any circumstances beyond CDW•G's reasonable control, including, but not limited to, product unavailability, carrier delays, delays due to fire, severe weather conditions, failure of power, labor problems, acts of war, terrorism, embargo, acts of God or acts or laws of any government or agency. Any shipping dates provided by CDW•G and any purported deadlines contained in any other document are estimates only.

Hold Harmless

Contractor shall indemnify and hold harmless the Customer for any damages or losses to the Customer arising from Claims. "Claims" are defined as (i) claims brought by a third party for death or personal injury to a third party, or (ii) damage to tangible personal property suffered or incurred by the Customer allegedly resulting from the grossly negligent or willful misconduct of the Contractor, its employees, agents, contractors, representatives or affiliates. However, notwithstanding the prior sentence, a claim for death or personal injury to a third party or damage to tangible personal property shall not be a Claim to the extent such claim or damage was caused by the actions of the Customer, its employees, agents, contractors or representatives. Claims also do not include any damages or liability excluded in this Agreement. In addition, the Contractor will not be liable, through indemnification or otherwise, for any loss, damage, expense, liability, action, suit or proceeding allegedly arising out of loss or damage to software or the data processed by such software or hardware, or loss of use of hardware.

The obligation of the Contractor to indemnify and hold the Customer harmless is contingent upon the Customer providing the Contractor with (i) prompt written notice of and description of each Claim, (ii) sole authority to defend or settle any such action, suit or proceeding, and (iii) all reasonable assistance in any such defense.

**CDW Government LLC
Purchase Agreement for E-Rate Customers
14-02 Bill of Materials
Contract #181006
Spin #143005588
FCC Registration #0012123287**

This Purchase Agreement for E-rate Customers (this "Agreement") dated as of the date executed by CDW Government LLC (the "Effective Date") is by and between CDW Government LLC an Illinois corporation with an office at 230 N. Milwaukee Ave., Vernon Hills, Illinois 60061 ("Seller"), and OXNARD SCHOOL DISTRICT, a non-profit school or library eligible for Universal Service funding, with offices at 1051 South A Street, Oxnard, CA 93030 ("Customer").

Definitions:

As used in the Agreement, the following terms shall have the meanings set forth below:

"E-Rate" – The Education Rate funding provided by the 1996 Telecommunications Act designed to provide twenty to eight-five percent (20%-85%) discounts to schools and libraries for eligible products and services.

"E-Rate Eligible Products" or "Products" – Products which include but are not limited to caching servers, routers, switches, wireless access points, , , installation, and warranty maintenance and other items eligible for E-rate discounts in accordance with the rules adopted by the Federal Communications Commission.

"E-Rate Customer" or "Customer" – A non-profit school or library eligible for The Schools and Libraries Program of the Universal FUND, applying for an E-Rate discount on E-Rate Eligible Products.

"Program" - The Schools and Libraries Program of the Universal Service Fund, commonly known as "E-Rate," that is administered by the Universal Service Administrative Company (USAC) under the direction of the United States Federal Communications Commission ("FCC"), and that provides discounts to assist most United States schools and libraries to obtain affordable telecommunications and Internet access.

"SLD" – Schools and Libraries Division, a not-for-profit organization, established by the FCC, to administer the Program for schools and libraries.

"Funding Year" – The specific calendar period, as defined by the SLD, during which the Customer is approved for funding or discounts on E-Rate Eligible Products.

1. TERMS AND CONDITIONS

All orders submitted to Seller for Products under this Agreement are subject to the terms and conditions on CDW-G's website at <http://www.cdwg.com/content/terms-conditions/product-sales.asp> (the "Product Sales Terms and Conditions"), unless explicitly superseded herein.

2. PURCHASE AUTHORIZATIONS

A. E-Rate Status

Customer represents and warrants that it qualifie as eligible under the Program in order to receive E-Rate discounts. CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THIS AGREEMENT WHEN EXECUTED WILL CONSTITUTE A CONTRACT AS REQUIRED BY SLD. This Agreement is contingent upon evidence of award of E-Rate funding.

B. E-Rate Purchases

Customer represents and warrants that all purchases made under this Agreement shall be for its own use and that it is eligible for E-Rate discounts as specified by SLD guidelines. IN ACCORDANCE WITH FCC REQUIREMENTS, THE CUSTOMER SHALL SUBMIT A COMPLETED AND SIGNED FCC FORM 486 TO SLD. Form 486 shall be approved by SLD prior to order placement. The Form 486 informs SLD when the Customer and/or the eligible entitythat Customer represents is receiving, is scheduled to receive, or has received service in the relevant Funding Year from the service provider(s). Receipt by SLD of a properly completed Form 486 triggers the process for the SLD to receive the invoice.

3. ORDERING AND ASSISTANCE

A. Ordering

Purchase orders shall be submitted directly to Seller at the following address or fax number:

CDW Government LLC
Attn: E-Rate Sales K-12
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

Phone: 800-328-4239
Facsimile: Please fax Purchase Orders to your Account Manager

B. Required Information

All orders shall include 1) a contact name; 2) phone number; 3) purchase order number; 4) part number; 5) Product description; 6) original and discounted Product price 7) percentage Customer owes and percentage SLD owes (if applicable) 8) ship to location; 9) bill to location; and 10) FRN number for each part number. SEPARATE PURCHASE ORDERS SHALL BE SUBMITTED FOR PRODUCTS THAT ARE NOT ELIGIBLE FOR E-RATE FUNDING. ALL ORDERS SHALL BE SUBJECT TO ACCEPTANCE BY SELLER.

C. Assistance with Order

Customer may call 1-800-328-4239 to get assistance on any purchase order. Any terms or conditions stated in or on the Customer's purchase order which are not consistent with or in addition to the terms and conditions in this Agreement or the Product Sales Terms and Conditions shall be null and void and shall not be applicable hereto or binding on Seller. FOR THOSE PRODUCTS CHANGE AND THAT CHANGE OCCURS AFTER A CUSTOMER ORDER HAS BEEN ACCEPTED BY SELLER BUT BEFORE THE PRODUCT HAS SHIPPED, SELLER WILL MAKE REASONABLE EFFORTS TO MAKE AVAILABLE TO THE CUSTOMER A COMPARABLE OR BETTER PRODUCT AT THE SAME OR LESSER PRICE IF AVAILABLE, UPON SLD'S APPROVAL REGARDING PRODUCT SUBSTITUTION.

4. PRICE AND PAYMENT TERMS

A. Price

The Price shall be as stated by Seller's Account Manager in the Product quotation attached hereto as Exhibit I. Prices are exclusive of federal, state, local, or other taxes, which shall be the responsibility of the Customer. Any taxes will be listed separately on the invoice.

B. Payment Terms (Customer must choose one)

1. Form 474 Service Provider Invoice (SPI) Method

Seller will invoice Customer for their portion of the Products upon shipment of Product and Customer shall pay the invoiced amount (discounted amount owed by Customer) within thirty (30) days from date of invoice.

2. Form 472 Billed Entity Applicant Reimbursement (BEAR) Method

Seller will invoice Customer for their portion of the Products upon shipment of Product and Customer shall pay the invoiced amount (full amount owed by Customer) within thirty (30) days from the date of invoice.

All payments for both methods shall be submitted to the address presented below:

CDW Government LLC
Attn: Accounts Receivable
230 N. Milwaukee Ave.
Vernon Hills, IL 60061

Payment terms are subject to continuing credit approval by Seller. Seller may change credit or payment terms at any time when, in Seller's opinion, Customer's financial condition, previous payment record, or the nature of Customer's relationship with Seller so warrants.

Seller may discontinue performance under this Agreement (i) if Customer fails to pay any sum when due under this Agreement or any other agreement with Seller until payment is received or (ii) if Customer is in violation of applicable regulations.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, CUSTOMER IS RESPONSIBLE FOR PAYMENT OF 100% OF THE PRODUCT PRICE IN THE EVENT THAT CUSTOMER PLACES AN ORDER FOR PRODUCTS FOR WHICH SLD DISALLOWS CUSTOMER'S REQUEST FOR DISCOUNT AND REFUSES PAYMENT TO SELLER OF THE DISCOUNTED AMOUNT FOR SUCH PRODUCTS. IF SLD DISALLOWS CUSTOMER'S REQUEST FOR DISCOUNT CUSTOMER IS IN NO WAY REQUIRED TO PLACE THE ORDER FOR PRODUCTS.

Customer that choose to order E-Rate Eligible Products prior to July 1, shall be required to use the BEAR Method.

5. NON-ASSIGNABILITY AGREEMENT

Customer shall not assign or otherwise transfer its rights or delegate its obligations under this Agreement without Seller's advance written consent. Any attempted assignment, transfer or delegation without such consent shall be void.

6. TERM & RENEWAL OF AGREEMENT

The term of this Agreement shall be for a period of one (1) year commencing on the Effective Date. Notwithstanding the foregoing, Seller may terminate this Agreement at any time for any reason upon thirty (30) days prior written notice to the Customer. In addition, the Customer may immediately terminate this Agreement upon written notice to Seller in the event that funds are not appropriated to Customer under this program ("Termination Notice"). In the event that Customer terminates this Agreement due to non-appropriation of funds, then Seller may immediately cease performance. However, the Customer shall still be liable for any Products that Seller has

shipped in addition to any support for which Customer has subscribed and/or purchased prior to Seller’s receipt of the Termination Notice. Customer will also pay Seller for any out-of-pocket costs resulting from any such termination.

The term of this Agreement may be renewed at any time upon the mutual signature by Seller and Customer. The renewal shall be based on an extension of funding from the SLD.

7. NOTICES

All notices and other communications required or permitted under this Agreement shall be served in person or sent by U.S. mail, Federal Express, or equivalent carrier at the following address:

If to Seller:

CDW Government LLC
Attn.: Director, Program Sales
2 Corporate Drive, Suite 800
Shelton, CT 06484

If to Customer:

OXNARD SCHOOL DISTRICT

1051 South A Street
Oxnard, CA 93030

8. GENERAL

If any term or provision herein is determined to be illegal or unenforceable, the validity or enforceability of the remainder of the terms or provisions herein will remain in full force and effect.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between Seller and Customer, and supersedes and replaces any and all previous and contemporaneous communications, representations or agreements between the parties, whether oral or written, regarding transactions hereunder. No provision of this Agreement may be waived or modifies except by an amendment signed by an authorized representative of each party.

10. GOVERNING LAW

This Agreement will be governed by the laws of the State of Illinois, without regard to conflicts of laws rules. Any litigation will be brought exclusively in Cook County, Illinois, and Customer consents to the jurisdiction of the federal and state courts located therein, submits to the jurisdiction thereof and waives the right to change venue. Customer further consents to the exercise of personal jurisdiction by any such court with respect to any such proceeding.

11. DOCUMENT RETENTION

All documents related to this Agreement will be kept on file by both Parties for 10 years after the project completion in accordance with the rules of the SLD.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written. **This contract is for Funding Year 2015 which begins July 1, 2015 and extends until June 30, 2016.**

CDW Government LLC

Customer

(Authorized Signature)

(Authorized Signature)

Amanda Ewertowski
Printed Name

Printed Name

Title: _____
Sr. Program Manager

Title: _____

Date: _____

Date: _____

EXHIBIT I
Quote

Date: 20-Feb-15
 Project Name: Oxnard ESD: E-rate
 Created By: Pat Hein



CDW Government, LLC
 230 N. Milwaukee Ave.
 Vernon Hills, IL 60061

14-02 Bill of Materials

Manufacturer Part #	Manufacturer	Description	List Price	Final Price	Qty	Extended Price
Eaton						
VQ4144	Juniper	EX4600 24 SFP+/SFP PORTS 4	\$23,000.00	\$ 7,254.00	20	\$ 145,080.00
KW3809	Juniper	EX3300 48PORT POE 10/100/1000BT W/ 4SFP PLUS 1/10G UPLINK PC	\$6,995.00	\$ 2,226.00	196	\$ 436,296.00
KW3806	Juniper	EX3300 24PORT 10/100/1000BASET 24PORTS POE+ W/ 4SFP W/ 1/10	\$4,000.00	\$ 1,261.00	74	\$ 93,314.00
GC1942	Juniper	ENHANCED FEATURE LICENSE FOR EX 2200-48T/P	\$3,000.00	\$ 946.00	171	\$ 161,766.00
GC1941	Juniper	ENHANCED FEATURE LICENSE FOR EX 2200-24T/P	\$2,000.00	\$ 630.00	61	\$ 38,430.00
R99709	Juniper	1M SFP+ 10 GIGABIT ETHERNET ATTACH COPPER TWINAX COPPER	\$150.00	\$ 47.00	217	\$ 10,199.00
R99176	Juniper	SMALL FORM FACTOR PLUGGABLE 10 GIGABIT ETHERNET LRM OP	\$1,750.00	\$ 551.00	269	\$ 148,219.00
Subtotal						\$ 1,033,304.00

Solution Subtotal	\$ 1,033,304.00
Trade In**	\$ (17,500.00)
Tax (8%)	\$ 82,664.32
Shipping	NONE
Grand Total	\$ 1,098,468.32

**Equipment must be in working condition.
 Equipment must be packed for shipping.
 Shipping charges are paid for by Clover Telecom
 Offer is valid for 45 days

Why Buy IT From CDW-G?



WE HAVE THE TOOLS AND THE TALENT

- **Dedicated account managers.** With CDW-G, you get a dedicated account manager who is your single point of contact. He or she is there to provide an in-depth approach, do the research for you and ensure you're getting the technology best suited to your needs. Your account manager is backed by a team of experienced, certified specialists who can help you through every stage of your product's lifecycle.
- **Solution architects.** Our on-staff solution architects can customize solutions for your complex technology needs.
- **Experts.** Our specialty teams include experts in the areas of servers and storage, unified communications, security, wireless, power and cooling, networking, software licensing, mobility solutions and more.
- **Added value.** We provide a portfolio of value-added services including web-based tools, ROI calculators, automated software license management and asset management.
- **Third-party services.** We work with a trusted network of service providers to offer IT services like onsite installations, warranties and managed services.

OUR STRENGTHS

- CDW-G is a leader in public-sector customer service and product knowledge. Our account teams can assist with everything from pre-sales assessment and design to post-sale support.
- We offer more than 1,000 leading technology brands of hardware, software, peripheral products and services support.
- Our state-of-the-art distribution centers in Las Vegas and Chicago house nearly 1 million square feet of warehousing and configuration space.
- We hold numerous contracts and preferred vendor awards for federal government, state and local government, and educational institutions.
- My Account extranets provide customized access to your account team, product information, purchase history, quotes and order status – plus, you can manage asset tagged items and order configured systems.

OUR CERTIFICATIONS AND AWARDS

- Adobe Channel Partner of the Year (2013)
- AirWatch's Enterprise Mobility Excellence Awards (2013)
- Aruba Top Channel Partner (2013)
- Association of Educational Publishers (AEP) Beacon Award for GetEdFunding.com, CDW-G-sponsored (2013)
- Avaya U.S. Video Collaboration Partner of the Year (2013)
- Awarded NETCENTS-2 Contract Vendor (2013)
- Cisco SLED State & Local Government Partner of the Year (2013)
- Cisco's Americas Partner of the Year – U.S.A. (2013)
- Cisco's Americas Strategic and Transformational Partner Organization, Architectural Excellence – Data Center (2013)
- Cisco's U.S. Public Sector Higher Education Partner of the Year (2013)
- Citrix North America LAR Partner of the Year (2013)
- Corporate Champions for Children Award – Lurie Children's Hospital of Chicago (2013)
- EMC Federal Partner Award (2013)
- EMC Velocity Awards – Two Honors (2013)
- Fortune 500 – Ranked No. 267 on List of America's Largest Corporations – Fortune Magazine (2013)
- Google Chrome Global Partner of the Year (2013)
- Juniper Performance Partner of the Year (2013)
- Key Citrix North America Partner (2013)
- Microsoft's Corporate Accounts LSP Global Partner of the Year (2013)
- NJPA Legacy Award (2014)
- No. 19 on Best for Vets: Employer – Military Times (2014)
- No. 26 on the Top 100 Military Friendly Employers – G.I. Jobs (2013)

WE HAVE AN EXPERT FOR EVERY TECHNOLOGY SOLUTION AREA

- Audio/Visual
- Cloud Computing
- Collaboration Technology
- Data Center Optimization
- Managed Print Services
- Networking
- Power and Cooling
- Security
- Software Licensing and Management
- Storage
- Total Mobility Management/BYOD
- Unified Communication
- Virtualization

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FEDERAL GOVERNMENT

Federal agencies fulfill their missions in many different environments and locations – and in each, technology plays a strategic role. Technology products and services provided by CDW·G help federal IT professionals achieve their goals for consolidation, optimization and efficiency, and succeed in their IT missions.

See how CDW·G can help your federal agency make the most of your IT investments: [CDWG.com/federal](https://www.cdwg.com/federal)



STATE AND LOCAL GOVERNMENTS

As the demand for your services increases, so does the pressure on your budget. You need tools that can help you work more efficiently while still meeting your budgetary restrictions. And on top of all that, you need to be sure your data is safe from external threats or accidental loss. At CDW·G, we have state and local account managers who work only with agencies like yours. And our close partnerships with the leading vendors help us to provide you with options that maximize your return on investment. So we can help you find the solutions you need to serve your community.

See how CDW·G can help you better serve your community: [CDWG.com/stateandlocal](https://www.cdwg.com/stateandlocal)



K-12 EDUCATION

Traditional classrooms are evolving into blended learning environments, permitting educators to work closely with students by adapting mobile devices and collaborative technologies with more engaging learning spaces. Today's students are using interactive technology to absorb classroom instruction quicker and engage more with their peers, allowing them to better prepare for online state assessments and get ready for the next level of education. CDW·G will help you discover the solutions that can help improve learning outcomes.

Learn more about how CDW·G is dedicated to the success of your students: [CDWG.com/k12](https://www.cdwg.com/k12)



HIGHER EDUCATION

The next generation of college students is using mobile devices, cloud computing and collaborative technology to communicate and learn. And to best accommodate learners, instructors are adopting these technologies into their curriculum, causing a strain on networks, data overload, security stress, privacy concerns and control issues. CDW·G understands your needs and offers a comprehensive list of solutions to help your institution get prepared for the school year, including: total mobility management, networking, data center optimization, cloud computing and security.

Learn more about how CDW·G is dedicated to the success of your campus: [CDWG.com/hied](https://www.cdwg.com/hied)

OXNARD SCHOOL DISTRICT

1051 South A Street
Oxnard, CA 93030
RFP NUMBER 14-02



E-RATE 2015-2016

YEAR 18 – CATEGORY 2

Bid Documents and General Conditions

The District will receive bids at:

Oxnard School District Department of Purchasing

1051 South A St

Oxnard, California 93030

Until 4:00 P.M., local time on Friday, February 27, 2015.
Bids are late at 4:01 P.M. The District clock is the official time.

NOTE: Bids submitted to other locations are non-responsive.
The district will reject such offers.

E-RATE YEAR 18 (2015/2016) RFP

Network Electronics RFP #14-02

For 20 School Sites

Bids Due on Friday, February 27, 2015

The Oxnard School District is seeking proposals for the upcoming Year 18 round of E-Rate. The District is soliciting proposals from contractors that hold a valid E-Rate SPIN for the purchase of network electronics at 20 sites.

Service Provider Criteria and Contract Requirements

The Oxnard School District wishes to take advantage of E-Rate funding discounts.

The successful bidder(s) will be responsible for participating in the Federal E-Rate program.

In addition, the District may use this bid to issue purchase orders and pay for items on a purchase order that are not eligible for E-RATE discounts. The District will pay the vendor using District funds for these purchases.

Work performed will be for the term of 12 months from July 1, 2015 or from the start date of the project, whatever is later. The start date of the project is predicated upon the receipt of the Funding Commitment Decision Letter (FCDL) from the Universal Services Administrative Company. The District has the option to extend the term annually for an additional 24 month period total, if required.

These projects and services depend on partial funding from the E-rate program.

- Applicant expects each Service Provider to make themselves thoroughly familiar with any rules or regulations regarding the E-rate program.
- All contracts entered into as a result of this RFP will be contingent upon the specific funding of the FRN at the percentage rate submitted for.
- The maximum percentage the Applicant will be liable for is the pre-discount amount minus the funded amount as shown on the form 471 Block 5. The Service Provider will be responsible for invoicing the Schools and Libraries Division for the funded amount.
- No billing or work can take place before July 1, 2015.
- In the event of questions during the E-Rate audit process, the successful vendor is expected to reply within 3 days to questions associated with their proposal.
- **Within ten (10) days of award of the Contract(s), the successful bidder(s) must provide the District with a bill of materials suitable for the Form 471 Item 21 Attachment. Approval for any deviation from the Item 21 Attachment must be obtained from District. Subsequent schedules of values and invoices for each site must match those set forth in the Item 21 Attachment or subsequent service substitutions.**
- **The contractor is responsible for providing a valid SPIN (Service Provider Identification Number) at the time the bid is submitted.**
- Any potential service provider found to be in Red-Light Status will be disqualified from participation in the bidding process and will be considered non-responsive. Service provider is required to show Proof they are not on FCC Red-Light Status
- **Proposals must include FCC Registration Number and documentation from FCC regarding Red light status. Information can be accessed at <http://www.fcc.gov/redlight/>**

- All work is subject to the 100% approval of the project or purchase by the FCC under the E-rate discount program of the Telecommunications Act of 1996.
- No change orders will be allowed for the work resulting from this posting.
- The Service Provider will be required to send copies of all forms and invoices submitted to SLD prior to invoicing the SLD to the District for our records.

All Service Providers will be responsible for procuring the discounted amount from the SLD. Applicant will not provide the form 472 (BEAR form reimbursement process).

The Applicant reserves the right to deny any or all proposals associated with this RFP, even with SLD funding approval. The district reserves the right to accept the pricing proposal solely dependent upon SLD approval.

Prospective Service Providers will be required to submit their SPIN number and their FCC Registration Number (FRN). Failure to supply these documents may be considered grounds for disqualification.

In addition, the district reserves the right to fund, (proceed with project or purchase) all some or none of the project regardless of E-rate approval.

The District requires certification by the awarded contractor, prior to project commencement, concerning criminal records check in accordance with California law.

Proposals must be received by our office no later than Friday, February 27 at 4:00 PM.

All proposals are to contain costs for taxes and shipping as separate items.

Proposals must be submitted in writing to:

Oxnard District School District

Attn.: Lisa Franz, Director of Purchasing
Address: 1051 South A St.
Oxnard, CA 93030

E-mailed proposals will be accepted, send proposal to lf Franz@oxnardsd.org. The Subject must include “**OSD RFP #14-02.**”

Late proposals will not be accepted.

All requests for information (RFI) should be sent via e-mail to Dan Kubilos at dkubilos@oxnardsd.org. Be aware that all parties may be copied on the questions and responses.

Proposal Evaluation

It is anticipated that a contract will be made with the provider whose proposal is determined to be in the overall best interest of the District. The main evaluation consideration is price.

SCOPE

The District is seeking to standardize network infrastructure on a Juniper Networks switch platform; however, the District will entertain proposed solutions from other manufacturers. It is the vendor's responsibility and obligation to provide documentation and other evidence that a non-Juniper product is functionally equivalent or better. Equipment that is shown to be equivalent in function and warranty is acceptable. In the instance that the solution is non-Juniper, proof of equal functionality must be shown. Failure to show equal functionality may result in the disqualification of the bid.

The quotes provided must include all materials, equipment and accessories required to furnish a complete data electronics system as indicated on the parts list.

MDF switches

- Juniper EX4600-40F switches with redundant and field replaceable power supplies and fan assemblies

IDF switches

- Juniper EX3300-48P PoE+ and EX3300-24P PoE+ switches
- All switches should be stacked via 10 Gbps EX-SFP-10GE-DAC-1M cables wherever applicable
- All IDF locations shall be connected to the buildings core/MDF switch via a single pair of existing multimode 62.5 micron (OM1) fiber, at 10 Gbps – (EX-SFP-10GE-LRM).
- In the Event that a multimode fiber run from an IDF to the MDF exceeds 220M or is otherwise unable to support 10Gbps, vendor will exchange the pair of 10Gbps modules for one or more pairs of 1Gbps modules with a corresponding reduction in cost.

***** SEE APPENDIX A FOR SWITCH COUNTS AND LOCATIONS *****

Switch Buyback

The district is interested in trading in all switches and switch modules being replaced as part of this purchase. Please describe in detail what you are able to offer, and include it as a line item deduction in your pricing. Below are the models and quantities that may be traded in:

Make	Model	Quantity
Cisco	WS-C3560V2-24PS-S	162
Cisco	WS-C3560V2-48PS-S	111
Cisco	1000BASE-SX SFP Module, GLC-SX-MM	150

Request for Substitution

Bidder may, unless otherwise stated, offer any material, process, article, etc., which shall be materially equal or better in every respect to that so indicated or specified (Specified Item) and will completely accomplish the purpose of the Contract Document. If bidder desires to offer a substitution for a Specified Item, such bidder must make a request in writing on District's Substitution Request form (Request Form) and submit the completed Request Form with their bid. The Request Form must be accompanied by evidence as to whether the proposed substitution:

- (1) Is equal in quality service ability to the Specified Item;
- (2) Will entail no changes in detail, construction and scheduling of related work;
- (3) Will be acceptable in consideration of the required design and artistic effect;
- (4) Will provide no cost disadvantage to District;
- (5) Will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts.

Evaluation Criteria

Submitted proposals will be evaluated using the following criteria:

Price of the E-Rate eligible goods and services (single most heavily weighted criteria)	30%
Preferred Manufacturer	25%
Past experience with Oxnard School District	25%
Conformance to RFP/Proposal instructions	20%

Oxnard School District RFP #14-02

Appendix A

Site	Type	Room	EX4600-40F-AFO	EX3300-48P	EX3300-24P	EX-48-EFL	EX-24-EFL	EX-SFP-10GE-DAC	EX-SFP-10GE-LRM	
Brekke	MDF	Electrical Room	1	4	1	2		6	1	
	IDF	JR-3		4		2		4	1	
	Site Totals			1	8	1	4	0	10	2
Chavez	MDF	Rm 136	1	2		2		3	4	
	IDF	Rm 105		3		2		3	1	
	IDF	Rm 230A		4		2		4	1	
	IDF	Bldg 3 - Rm 313		1	1	1	1	2	1	
	IDF	Bldg 4 - Rm 402			1		1		1	
	Site Totals			1	10	2	7	2	12	8
Curren	MDF	Main Office	1	1	1	1	1	3	6	
	IDF	Bldg 2 - Cafeteria			1		1		1	
	IDF	Bldg 4 - Work Rm		1		1			1	
	IDF	Bldg 5 - 501		1		1			1	
	IDF	Bldg 6 - 602		1	1	1	1	2	1	
	IDF	Bldg 7 - 218		4		2		4	1	
	IDF	Bldg 7 - 126		4	1	2		5	1	
	Site Totals			1	12	4	8	3	14	12
Driffill	MDF	Rm 301	1	1		1		2	11	
	IDF	Rm 1205		2		2		2	1	
	IDF	Rm 1212		1		1			1	
	IDF	Rm 1402			1		1		1	
	IDF	Rm 1503			1		1		1	
	IDF	Rm 603			1		1		1	
	IDF	Rm 703			1		1		1	
	IDF	Rm 803			1		1		1	
	IDF	Main Bldg - Cmp Lb		2	1	2		3	1	
	IDF	Main Bldg - Data Rm		2		2		2	1	
	IDF	Main Bldg - LAN Rm		3		2		3	1	
	IDF	Main Bldg - Rm 237		2		2		2	1	
	Site Totals			1	13	6	12	5	14	22
	ELM	MDF	Library - Rm 108	1	2		2		3	6
IDF		Rm 105		1	1	1	1	2	1	
IDF		Rm 701		1	1	1	1	2	1	
IDF		Rm 807		1			1		1	
IDF		Rm 907		1			1		1	
IDF		Rm 801 - Comp Lab 1		1	1	1	1	2	1	
IDF		Rm 802 - Comp Lab 1		1	1	1	1	2	1	
Site Totals			1	8	4	6	6	11	12	

EX4600-40F-AFO
 EX3300-48P
 EX3300-24P
 EX-48-EFL
 EX-24-EFL
 EX-SFP-10GE-DAC
 EX-SFP-10GE-LRM

Site Type Room

Site	Type	Room	EX4600-40F-AFO	EX3300-48P	EX3300-24P	EX-48-EFL	EX-24-EFL	EX-SFP-10GE-DAC	EX-SFP-10GE-LRM
Frank	MDF	Main Office - Electrical	1	1	1	1	1	3	11
	IDF	Room 1003		2		2		2	1
	IDF	Rm 424 - Custodial		1		1			1
	IDF	Rm 624 - Custodial		2	1	2		3	1
	IDF	Rm 815 -Custodial		1		1			1
	IDF	Tech Lab		2		2		2	1
	IDF	Comp Lab		2	1	2		3	1
	IDF	Room D4		1	1	1	1	2	1
	IDF	Gym Rm 206		1		1			1
	IDF	Portable 10		1		1			1
	IDF	Portable 4			1		1		1
	IDF	Portable 9		1		1			1
			Site Totals	1	15	5	15	3	15

Fremont	MDF	Back Office	1	1		1		2	10
	IDF	Rm 1202		1		1			1
	IDF	Rm 307		1	1	1	1	2	1
	IDF	Rm 401A		1		1			1
	IDF	Rm 605		2		2		2	1
	IDF	Rm 801		1		1			2
	IDF	Rm 809		1		1			1
	IDF	Rm 904		1	1	1	1	2	1
	IDF	Rm LIB			1		1		1
	IDF	Bldg 7 LOUNGE		2		2		2	1
	IDF	Multi Purpose		1		1			1
	IDF	TECHLAB		1		1			1
			Site Totals	1	13	3	13	3	10

Harrington	MDF	Bldg 4 Storage Closet	1	1	1	1	1	3	6
	IDF	Rm 204		1		1			1
	IDF	Rm 304		1		1			1
	IDF	Rm 501		1		1			1
	IDF	Rm 601		1		1			1
	IDF	Rm 801		2	1	2		3	1
	IDF	Rm 1102			1		1		1
		Site Totals	1	7	3	7	2	6	12

Site	Type	Room	EX4600-40F-AFO	EX3300-48P	EX3300-24P	EX-48-EFL	EX-24-EFL	EX-SFP-10GE-DAC	EX-SFP-10GE-LRM
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Haydock	MDF	Office - Nurse	1	1		1		2	5
	IDF	Rm 1302		1		1			1
	IDF	Rm 1603			1		1		1
	IDF	Rm 403		1	1	1	1	2	1
	IDF	Rm 605		2		2		2	1
	IDF	Piano Lab		2	1	2		3	1
	IDF	Library		1	2	1	1	3	1
			Site Totals	1	8	5	8	3	12

Kamala	MDF	Rm 201	1	1		1		2	9
	IDF	Bldg 1-Rm 101		1		1			1
	IDF	Bldg 3-Rm 305		1		1			1
	IDF	Bldg 4-Rm 401		1	1	1	1	2	1
	IDF	Bldg 5-Rm 501		1		1			1
	IDF	Bldg 6-Rm 601			1		1		1
	IDF	Bldg 7 Rm 118		3	1	2		4	1
	IDF	Bldg 7 Rm 218		4		2		4	1
	IDF	Bldg 8 Rm 805		2		2		2	1
	IDF	San Miguel Preschool		1	1	1	1	2	1
		Site Totals	1	15	4	12	3	16	18

Lemonwood	MDF	Boat Bldg - Rm 506	1						9
	IDF	Rm 109		2	1	2		3	1
	IDF	Rm 202		1		1			1
	IDF	Rm 309		1		1			1
	IDF	Rm 403		1		1			1
	IDF	Rm 602			1		1		1
	IDF	Rm 701		1		1			1
	IDF	Rm 901		1		1			1
	IDF	Rm 909		1		1			1
	IDF	Rm 915		1		1			1
		Site Totals	1	9	2	9	1	3	18

Site	Type	Room	EX4600-40F-AFO	EX3300-48P	EX3300-24P	EX-48-EFL	EX-24-EFL	EX-SFP-10GE-DAC	EX-SFP-10GE-LRM
Marina West	MDF	Office	1	2		2		3	8
	IDF	Computer Lab		2		2		2	1
	IDF	Rm 1101		1		1			1
	IDF	Rm 1201			1		1		1
	IDF	Rm 307		1		1			1
	IDF	Rm 407		1		1			1
	IDF	Rm 507		1		1			1
	IDF	Rm 801			1		1		1
	IDF	Rm 903		1		1			1
		Site Totals	1	9	2	9	2	5	16

Marshall	MDF	Electrical Rm	1	1		1		2	7
	IDF	Rm 400		1		1			1
	IDF	Rm 500		1		1			1
	IDF	Rm 600		1		1			1
	IDF	Rm 603			1		1		1
	IDF	Rm 800			1		1		1
	IDF	Cafeteria		1		1			1
	IDF	Computer Lab		2	1	2		3	1
			Site Totals	1	7	3	7	2	5

McAuliffe	MDF	Office	1	2		2		3	4
	IDF	Rm 205		1		1			1
	IDF	Rm 303		2		2		2	1
	IDF	Computer Lab		2	1	2		3	1
	IDF	Rm S8		3		2		3	1
		Site Totals	1	10	1	9	0	11	8

McKinna	MDF	Bldg 4 - Storage	1	1	1	1	1	3	9
	IDF	Rm 1003 - Comp Lab		2		2		2	1
	IDF	Rm 1005		1		1			1
	IDF	Rm 1105		1		1			1
	IDF	Rm 1108		1		1			1
	IDF	Rm 1201			1		1		1
	IDF	Rm 304		1	1	1	1	2	1
	IDF	Rm 501		1		1			1
	IDF	Rm 601		1	1	1	1	2	1
	IDF	Rm 805		1		1			1
		Site Totals	1	10	4	10	4	9	18

EX4600-40F-AFO
EX3300-48P
EX3300-24P
EX-48-EFL
EX-24-EFL
EX-SFP-10GE-DAC
EX-SFP-10GE-LRM

Site	Type	Room	EX4600-40F-AFO	EX3300-48P	EX3300-24P	EX-48-EFL	EX-24-EFL	EX-SFP-10GE-DAC	EX-SFP-10GE-LRM
Ramona	MDF	Bldg 1 - Rm 113	1	2	1	2	1	4	6
	IDF	Rm 1201			1		1		1
	IDF	Rm 210			1		1		1
	IDF	Rm 304		1	1	1	1	2	1
	IDF	Rm 407		1	1	1	1	2	1
	IDF	Rm 507		1	1	1	1	2	1
	IDF	Rm 607		1	1	1	1	2	1
		Site Totals		1	6	7	6	7	12

Ritchen	MDF	Electrical Room	1	3	1	2		5	3
	IDF	Rm 201			1		1		1
	IDF	Rm 502			1		1		1
	IDF	Computer Lab		5		2		5	1
	Site Totals		1	8	3	4	2	10	6

Rose	MDF	Main Office	1	2		2		3	5
	IDF	Bldg 2		1	1	1	1	2	1
	IDF	Bldg 3		1	1	1	1	2	1
	IDF	Bldg 4		1	1	1	1	2	1
	IDF	Bldg 5		1	1	1	1	2	1
	IDF	Computer Lab		4		2		4	1
	Site Totals		1	10	4	8	4	15	10

Sierra Linda	MDF	Office	1	1	1	1	1	3	7
	IDF	Bldg 3		1	1	1	1	2	1
	IDF	Bldg 4		1	1	1	1	2	1
	IDF	Bldg 5		1	1	1	1	2	1
	IDF	Rm 902		1	1	1	1	2	1
	IDF	Rm 1008			1		1		1
	IDF	Rm 1101			1		1		1
	IDF	Computer Lab		3	1	2		4	1
	Site Totals		1	8	8	7	7	15	14

Site	Type	Room	EX4600-40F-AFO	EX3300-48P	EX3300-24P	EX-48-EFL	EX-24-EFL	EX-SFP-10GE-DAC	EX-SFP-10GE-LRM
Soria	MDF	Electrical Rm	1	1	1	1	1	3	6
	IDF	Rm 129		1		1			1
	IDF	Rm 219		2		2		2	1
	IDF	Rm 323		2	1	2		3	1
	IDF	Rm 353		2		2		2	1
	IDF	Rm 453		2		2		2	1
	IDF	PE Room			1		1		1
		Site Totals		1	10	3	10	2	12
Project Totals			20	196	74	171	61	217	269

E-Rate Bid Evaluation Matrix
Funding Year

2015
 District Name Oxnard Elementary School District
 Bid # (if applicable) RFP# 14-02
 Form 470# 747870001308469

Bid Due Date and Time 2/27/2015 at 4:00 PM
 Allowable Contract Date 2/24/2015

Project or Service
Description

Network Hardware: MDF and IDF Switches for Multiple School Locations - RFP# 14-02 Districtwide:
 RFP is available on the District's Website: <http://www.oxnardsd.org/purchasing>

Directions:

- Each criteria has a Criteria Weight. Vendors are assigned points on how well they meet each factor, but cannot be assigned raw scores higher than the total number of responders.
- The entries for all factors are then totaled for each vendor. The winning bidder is the one with the highest score.
- The cost of E-Rate eligible services must be weighted most heavily to be in compliance with FCC rules.
- If NO bids are received, then indicate NO bids received under Winning Bidder and sign and date matrix.
- Keep this evaluation and all bids (winning and losing) in your permanent E-rate records.

of Responders: 3

3 is the best possible rank

Service Provider Name:
 E-rate Eligible Cost:

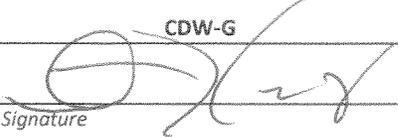
CDW-G	Starnet	Quintron		
\$1,098,468.32	\$1,192,197.96	\$954,076.30		
Lowest	→			Highest

Selection Criteria	Criteria Weight*
Eligible Cost	30
Preffed Manufacturer	25
Past experience with OSD	25
Conformance to RFP/Proposal Instructions	20
	100

Rank	Rank	Rank		
3	2.764142425	3.454026643		
3	3	1		
3	3	3		
3	3	3		

Overall Ranking	
Service Provider	Score
CDW-G	100
Starnet	98
Quintron	88

Vendor Selected: CDW-G

Approved By: 
 Signature
 Dan Kubilos
 Print Name
 Chief Information Officer
 Title
 Date: 03/06/15

Comments:

BOARD AGENDA ITEM

Name of Contributor: Dr. Nancy Carroll

Date of Meeting: 3/18/15

STUDY SESSION _____
CLOSED SESSION _____
SECTION B: HEARINGS _____
SECTION C: CONSENT X
SECTION D: ACTION _____
SECTION E: REPORTS/DISCUSSION _____
SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

**Award of RFP #14-03, Uninterruptable Power Supply Project – E-Rate
(Carroll/Kubilos)**

RFP’s were solicited for Uninterruptable Power Supplies – E-Rate pursuant to Public Contract Code 20110. Three proposals were received and opened at 4:00 pm., Friday, February 27, 2015. It is requested that the Board of Trustees award the bid submitted by MJP Technologies Inc., as the low, responsive and responsible bidder.

The E-Rate portion will net the district 85% of the eligible costs. The district will have a 15% total responsibility which will be paid from Measure “R”.

Bids were evaluated on the following matrix:

Selection Criteria	Criteria Weight
Eligible Cost	30
Preferred Manufacturer	25
Past experience with OSD	25
Conformance to RFP Instructions	20

A summary of the bid results is listed below:

<u>Bidder</u>	<u>Points</u>	<u>Amount</u>
MJP Technologies Inc.	93	\$320,629.23
CDW Government LLC	88	\$392,028.60
Taft Electric Company	68	\$452,444.00

FISCAL IMPACT: \$48,094.38 – Measure R

RECOMMENDATION:

It is the recommendation of the Chief Information Officer, and the Interim Assistant Superintendent, Educational Services, that the Board of Trustees award RFP #14-03 Uninterruptable Power Supply Project – E-Rate, to MJP Technologies Inc., for a total cost of \$320,629.23. E-Rate will fund 85% or \$272,534.85, and the remaining 15% or \$48,094.38, will be paid from Measure “R”.

ADDITIONAL MATERIALS:

Attached: RFP #14-03 Response, MJP Technologies Inc. (42 Pages)
Bid Evaluation Matrix (1 Page)

Thursday, February 26, 2015

Oxnard School District
1051 South A Street
Oxnard, CA 93030

Attention: Lisa Franz, Director of Purchasing

Thank you for the opportunity to provide this response to your E-Rate Year 18 Request for Proposal.

MJP Technologies, Inc.
6085 King Drive, Suite 102
Ventura, CA 93003-7178

SPIN: 143028970
FRN: 0016835815

Uninterruptible Power Supply (UPS) Summary for Oxnard School District

School Name	UPS Count
BREKKE	5
CHAVEZ	8
CURREN	11
DRIFFILL	14
ELM	8
FRANK	15
FREMONT	12
HARRINGTON	9
HAYDOCK	9
KAMALA	12
LEMONWOOD	11
MARINA WEST	10
MARSHALL	9
McAULIFFE	8
McKINNA	11
RAMONA	8
RITCHEN	8
ROSE	8
SIERRA LINDA	10
SORIA	11
TOTAL #	197

Thursday, February 26, 2015

ELECTRICAL REQUIREMENT NOTES FOR EATON UPS (Uninterruptible Power Supply)

Please note: Both models of the Eaton UPS selected by the District require specific electrical service amperage and also require a specific wall outlet to mate the UPS power cord to the electrical service outlet.

Each Eaton model 5PX3000RTN UPS requires 30 amp dedicated electrical service and must plug into an L5-30P input receptacle.

Each Eaton model 5PX2200RTN UPS requires 20 amp dedicated electrical service and must plug into a 5-20P input receptacle.



Red Light Display System

[FCC](#) | [Fees](#) | [Red Light Display System](#)

Logged in as: MJP Technologies, Inc. (FRN: 0016838815) [[Log Out](#)]

[Print](#) | [Help](#)

2/25/2015 10:13 PM

Current Status of FRN 0016838815

STATUS: Green

You have no delinquent bills which would restrict you from doing business with the FCC.

The Red Light Display System checks all FRNs associated with the same Taxpayer Identification Number (TIN). A green light means that there are no outstanding delinquent non-tax debts owed to the Commission by any FRN associated with the requestor's TIN. The Red Light Display System was last updated on 02/25/2015 at 6:38 AM; it is updated once each business day at about 7 a.m., ET.

Customer Service

[Red Light Help](#)

[FCC Debt Collection](#)

[FCC Fees](#)

[Web Policies / Privacy Policy](#)

Red Light Display System Help Line: (877) 480-3201, option 4, 4; TTY (202) 414-1255 (Mon.-Fri. 8 a.m.-6:00 p.m. ET)

Red Light Display System has a dedicated staff of customer service representatives standing by to answer your questions or concerns. You can email us at arinquiries@fcc.gov or fax us at (202) 418-7869.



MJP Computers
Ventura, CA 93003

MJP Estimate

Date: 02/20/2015

Estimate # 104975

TECHNOLOGIES, INC.

Web Site: www.mjp.net Phone #: (805) 981-9511
 E-mail: mjp@mjp.net Fax #: (805) 981-3775

Name / Address	Ship To		
Oxnard School District 1051 South A St. Oxnard, CA 93030 ATTN. ACCOUNTS PAYABLE	Warehouse Attn: Dan Kubilos 514 W. Wooley Rd. Oxnard, CA 93030		
	P.O. #		
	Contact: Lisa/Dan		

Description	Qty	Cost	Total
*NOTES: OSD RFP #14-03 MJP Technologies, Inc SPIN # 143028970 MJP Technologies, Inc FRN # 0016838815 (green light status)			0.00
*NOTES: Power Level A (TOTAL 188): Low Density Telecommunications Closets (5PX2200RTN + 5PXEBM48RT) Power Level B (TOTAL 33): Medium Density Telecommunications Closets ((2 Sets) 5PX2200RTN + (2 Sets)5PXEBM48RT) Power Level C (TOTAL 4): Low Density Telecommunications Closets ((2 Sets)5PX3000RTN + 5PXEBM72RT2U + (1 Set)5PX2200RTN + 5PXEBM48RT)			0.00
For: Brekke MDF ELECTRICAL ROOM: 5PX3000RTN Eaton Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 2.7 kW - 3000 VA - Ethernet 10/100, RS-232, USB - 7 output connector(s) - 2U	2	1,236.47	2,472.94T
MDF ELECTRICAL ROOM: 5PXEBM72RT2U Eaton 5PX 72V 2U External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	2	523.98	1,047.96T
MDF ELECTRICAL ROOM: 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
MDF ELECTRICAL ROOM: 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM JR-3: 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	2	1,086.41	2,172.82T
IDF ROOM JR-3: 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	2	356.78	713.56T

Subtotal:	Sales Tax: (8.0%)	Total
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Quote Valid Until: 07/01/2015

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MJP Computers
Ventura, CA 93003

MJP Estimate

Date: 02/20/2015

Estimate # 104975

TECHNOLOGIES, INC.

Web Site: www.mjp.net Phone #: (805) 981-9511
 E-mail: mjp@mjp.net Fax # (805) 981-3775

Name / Address	Ship To		
Oxnard School District 1051 South A St. Oxnard, CA 93030 ATTN. ACCOUNTS PAYABLE	Warehouse Attn: Dan Kubilos 514 W. Wooley Rd. Oxnard, CA 93030		
	P.O. #		
	Contact: Lisa/Dan		

Description	Qty	Cost	Total
Onsite Service, per UPS 1.Delivery of each component to its designated secured location. 2.Configuration of the specified equipment's network interface to the local area and wide area networks using District provided configuration information. 3.Verify specified equipment is successfully communicating with District installed Eaton Intelligent Power Software Suite. 4.Verify full charge of all batteries 5.Verify access to the Internet 6.Document, on an installation document, all part numbers, quantities, serial numbers, mac addresses, and IP addresses 7.Remove and safely dispose of currently installed interruptible power supplies.	5	55.00	275.00
For: Chavez MDF ROOM 136 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	2	1,086.41	2,172.82T
MDF ROOM 136 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	2	356.78	713.56T
IDF ROOM 105 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	2	1,086.41	2,172.82T
IDF ROOM 105 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	2	356.78	713.56T
IDF ROOM 230A 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	2	1,086.41	2,172.82T
IDF ROOM 230A 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	2	356.78	713.56T
IDF BLDG 3, ROOM 313 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T

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MJP Computers
Ventura, CA 93003

MJP Estimate

Date:	02/20/2015
Estimate #	104975

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E-mail: mjp@mjp.net	Fax #: (805) 981-3775

Name / Address	Ship To
Oxnard School District 1051 South A St. Oxnard, CA 93030 ATTN. ACCOUNTS PAYABLE	Warehouse Attn: Dan Kubilos 514 W. Wooley Rd. Oxnard, CA 93030
	P.O. #
	Contact: Lisa/Dan

Description	Qty	Cost	Total
IDF BLDG 3, ROOM 313 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF BLDG 4, ROOM 402 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF BLDG 4, ROOM 402 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
Onsite Service, per UPS 1.Delivery of each component to its designated secured location. 2.Configuration of the specified equipment's network interface to the local area and wide area networks using District provided configuration information. 3.Verify specified equipment is successfully communicating with District installed Eaton Intelligent Power Software Suite. 4.Verify full charge of all batteries 5.Verify access to the Internet 6.Document, on an installation document, all part numbers, quantities, serial numbers, mac addresses, and IP addresses 7.Remove and safely dispose of currently installed interruptible power supplies.	8	55.00	440.00
For: Curren MDF MAIN OFFICE			0.00
5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	2	1,086.41	2,172.82T
MDF MAIN OFFICE 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	2	356.78	713.56T
IDF BLDG 2, CAFETERIA 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF BLDG 2, CAFETERIA 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T

Subtotal:	Sales Tax: (8.0%)	Total
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Ventura, CA 93003

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TECHNOLOGIES, INC.

Web Site: www.mjp.net Phone #: (805) 981-9511
 E-mail: mjp@mjp.net Fax # (805) 981-3775

Name / Address	Ship To
Oxnard School District 1051 South A St. Oxnard, CA 93030 ATTN. ACCOUNTS PAYABLE	Warehouse Attn: Dan Kubilos 514 W. Wooley Rd. Oxnard, CA 93030
	P.O. #
	Contact: Lisa/Dan

Description	Qty	Cost	Total
IDF BLDG 4, WORK ROOM 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF BLDG 4, WORK ROOM 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF BLDG 5, ROOM 501 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF BLDG 5, ROOM 501 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF BLDG 6, ROOM 602 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF BLDG 6, ROOM 602 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF BLDG 7, ROOM 218 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	2	1,086.41	2,172.82T
IDF BLDG 7, ROOM 218 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	2	356.78	713.56T
IDF BLDG 7, ROOM 126 5PX3000RTN Eaton Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 2.7 kW - 3000 VA - Ethernet 10/100, RS-232, USB - 7 output connector(s) - 2U	2	1,236.47	2,472.94T
IDF BLDG 7, ROOM 126 5PXEBM72RT2U Eaton 5PX 72V 2U External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	2	523.98	1,047.96T
IDF BLDG 7, ROOM 126 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T

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MJP Computers
Ventura, CA 93003

MJP Estimate

Date: 02/20/2015

Estimate # 104975

TECHNOLOGIES, INC.

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 E-mail: mjp@mjp.net Fax #: (805) 981-3775

Name / Address	Ship To		
Oxnard School District 1051 South A St. Oxnard, CA 93030 ATTN. ACCOUNTS PAYABLE	Warehouse Attn: Dan Kubilos 514 W. Wooley Rd. Oxnard, CA 93030		
	P.O. #		
	Contact: Lisa/Dan		

Description	Qty	Cost	Total
IDF BLDG 7, ROOM 126 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
Onsite Service, per UPS 1.Delivery of each component to its designated secured location. 2.Configuration of the specified equipment's network interface to the local area and wide area networks using District provided configuration information. 3.Verify specified equipment is successfully communicating with District installed Eaton Intelligent Power Software Suite. 4.Verify full charge of all batteries 5.Verify access to the Internet 6.Document, on an installation document, all part numbers, quantities, serial numbers, mac addresses, and IP addresses 7.Remove and safely dispose of currently installed interruptible power supplies.	11	55.00	605.00
For: Driffill MDF ROOM 301 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	0.00 1,086.41T
MDF ROOM 301 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 1205 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 1205 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 1212 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 1212 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T

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Ventura, CA 93003

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TECHNOLOGIES, INC.

Web Site: www.mjp.net Phone #: (805) 981-9511
 E-mail: mjp@mjp.net Fax #: (805) 981-3775

Name / Address	Ship To
Oxnard School District 1051 South A St. Oxnard, CA 93030 ATTN. ACCOUNTS PAYABLE	Warehouse Attn: Dan Kubilos 514 W. Wooley Rd. Oxnard, CA 93030
	P.O. #
	Contact: Lisa/Dan

Description	Qty	Cost	Total
IDF ROOM 1402 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 1402 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 1503 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 1503 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 603 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 603 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 703 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 703 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 803 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 803 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF MAIN BLDG - CMP LAB 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	2	1,086.41	2,172.82T

Subtotal:	Sales Tax: (8.0%)	Total
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MJP Computers
Ventura, CA 93003

MJP Estimate

Date:	02/20/2015
Estimate #	104975

TECHNOLOGIES, INC.

Web Site: www.mjp.net	Phone #: (805) 981-9511
E-mail: mjp@mjp.net	Fax #: (805) 981-3775

Name / Address	Ship To
Oxnard School District 1051 South A St. Oxnard, CA 93030 ATTN. ACCOUNTS PAYABLE	Warehouse Attn: Dan Kubilos 514 W. Wooley Rd. Oxnard, CA 93030
	P.O. #
	Contact: Lisa/Dan

Description	Qty	Cost	Total
IDF MAIN BLDG - CMP LAB 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	2	356.78	713.56T
IDF MAIN BLDG - DATA ROOM 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF MAIN BLDG - DATA ROOM 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF MAIN BLDG - LAN ROOM 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	2	1,086.41	2,172.82T
IDF MAIN BLDG - LAN ROOM 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	2	356.78	713.56T
IDF MAIN BLDG - ROOM 237 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF MAIN BLDG - ROOM 237 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
Onsite Service, per UPS 1.Delivery of each component to its designated secured location. 2.Configuration of the specified equipment's network interface to the local area and wide area networks using District provided configuration information. 3.Verify specified equipment is successfully communicating with District installed Eaton Intelligent Power Software Suite. 4.Verify full charge of all batteries 5.Verify access to the Internet 6.Document, on an installation document, all part numbers, quantities, serial numbers, mac addresses, and IP addresses 7.Remove and safely dispose of currently installed interruptible power supplies.	14	55.00	770.00
For: Elm			0.00

Subtotal:	Sales Tax: (8.0%)	Total
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	P.O. #		
	Contact: Lisa/Dan		

Description	Qty	Cost	Total
MDF LIBRARY - ROOM 108 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	2	1,086.41	2,172.82T
MDF LIBRARY - ROOM 108 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	2	356.78	713.56T
IDF ROOM 105 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 105 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 701 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 701 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 807 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 807 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 907 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 907 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 801 - COMP LAB 1 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T

Subtotal:	Sales Tax: (8.0%)	Total
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Oxnard School District 1051 South A St. Oxnard, CA 93030 ATTN. ACCOUNTS PAYABLE	Warehouse Attn: Dan Kubilos 514 W. Wooley Rd. Oxnard, CA 93030		
	P.O. #		
	Contact: Lisa/Dan		

Description	Qty	Cost	Total
IDF ROOM 801 - COMP LAB 1 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 802 - COMP LAB 1 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 802 - COMP LAB 1 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
Onsite Service, per UPS 1.Delivery of each component to its designated secured location. 2.Configuration of the specified equipment's network interface to the local area and wide area networks using District provided configuration information. 3.Verify specified equipment is successfully communicating with District installed Eaton Intelligent Power Software Suite. 4.Verify full charge of all batteries 5.Verify access to the Internet 6.Document, on an installation document, all part numbers, quantities, serial numbers, mac addresses, and IP addresses 7.Remove and safely dispose of currently installed interruptible power supplies.	8	55.00	440.00
For: Frank MDF MAIN OFFICE - ELECTRICAL 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	2	1,086.41	2,172.82T
MDF MAIN OFFICE - ELECTRICAL 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	2	356.78	713.56T
IDF ROOM 1003 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 1003 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T

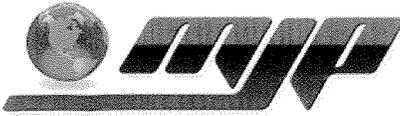
Subtotal:	Sales Tax: (8.0%)	Total
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Quote Valid Until: 07/01/2015

Date: _____

Print Name: _____

Customer Signature: _____



MJP Computers
Ventura, CA 93003

MJP Estimate

Date:	02/20/2015
Estimate #	104975

TECHNOLOGIES, INC.

Web Site: www.mjp.net	Phone #: (805) 981-9511
E-mail: mjp@mjp.net	Fax #: (805) 981-3775

Name / Address	Ship To
Oxnard School District 1051 South A St. Oxnard, CA 93030 ATTN. ACCOUNTS PAYABLE	Warehouse Attn: Dan Kubilos 514 W. Wooley Rd. Oxnard, CA 93030
	P.O. #
	Contact: Lisa/Dan

Description	Qty	Cost	Total
IDF ROOM 424 - CUSTODIAL 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 424 - CUSTODIAL 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 624 - CUSTODIAL 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	2	1,086.41	2,172.82T
IDF ROOM 624 - CUSTODIAL 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	2	356.78	713.56T
IDF ROOM 815 - CUSTODIAL 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 815 - CUSTODIAL 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF TECH LAB 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF TECH LAB 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF COMP LAB 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	2	1,086.41	2,172.82T
IDF COMP LAB 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	2	356.78	713.56T
IDF ROOM D4 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T

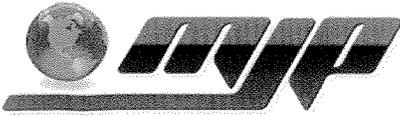
Subtotal:	Sales Tax: (8.0%)	Total
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Customer Signature: _____



MJP Computers
Ventura, CA 93003

MJP Estimate

Date: 02/20/2015

Estimate # 104975

TECHNOLOGIES, INC.

Web Site: www.mjp.net Phone #: (805) 981-9511
 E-mail: mjp@mjp.net Fax #: (805) 981-3775

Name / Address	Ship To		
Oxnard School District 1051 South A St. Oxnard, CA 93030 ATTN. ACCOUNTS PAYABLE	Warehouse Attn: Dan Kubilos 514 W. Wooley Rd. Oxnard, CA 93030		
	P.O. #		
	Contact: Lisa/Dan		

Description	Qty	Cost	Total
IDF ROOM D4 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF GYM ROOM 206 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF GYM ROOM 206 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF PORTABLE 10 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF PORTABLE 10 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF PORTABLE 4 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF PORTABLE 4 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF PORTABLE 9 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF PORTABLE 9 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T

Subtotal:	Sales Tax: (8.0%)	Total
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MJP Computers
Ventura, CA 93003

MJP Estimate

Date: 02/20/2015

Estimate # 104975

TECHNOLOGIES, INC.

Web Site: www.mjp.net Phone #: (805) 981-9511
E-mail: mjp@mjp.net Fax #: (805) 981-3775

Name / Address	Ship To
Oxnard School District 1051 South A St. Oxnard, CA 93030 ATTN. ACCOUNTS PAYABLE	Warehouse Attn: Dan Kubilos 514 W. Wooley Rd. Oxnard, CA 93030
	P.O. #
	Contact: Lisa/Dan

Description	Qty	Cost	Total
Onsite Service, per UPS 1.Delivery of each component to its designated secured location. 2.Configuration of the specified equipment's network interface to the local area and wide area networks using District provided configuration information. 3.Verify specified equipment is successfully communicating with District installed Eaton Intelligent Power Software Suite. 4.Verify full charge of all batteries 5.Verify access to the Internet 6.Document, on an installation document, all part numbers, quantities, serial numbers, mac addresses, and IP addresses 7.Remove and safely dispose of currently installed interruptible power supplies.	15	55.00	825.00
For: Fremont MDF BACK OFFICE 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
MDF BACK OFFICE 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 1202 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 1202 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 307 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 307 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 401A 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T

Subtotal:	Sales Tax: (8.0%)	Total
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MJP Computers
Ventura, CA 93003

MJP Estimate

Date: 02/20/2015

Estimate # 104975

TECHNOLOGIES, INC.

Web Site: www.mjp.net Phone #: (805) 981-9511
 E-mail: mjp@mjp.net Fax # (805) 981-3775

Name / Address	Ship To
Oxnard School District 1051 South A St. Oxnard, CA 93030 ATTN. ACCOUNTS PAYABLE	Warehouse Attn: Dan Kubilos 514 W. Wooley Rd. Oxnard, CA 93030
	P.O. #
	Contact: Lisa/Dan

Description	Qty	Cost	Total
IDF ROOM 401A 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 605 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 605 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 801 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 801 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 809 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 809 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 904 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 904 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM LIB 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM LIB 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T

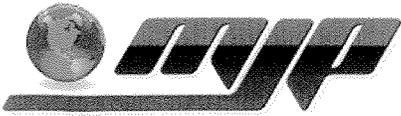
Subtotal:	Sales Tax: (8.0%)	Total
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MJP Computers
Ventura, CA 93003

MJP Estimate

Date: 02/20/2015

Estimate # 104975

TECHNOLOGIES, INC.

Web Site: www.mjp.net Phone #: (805) 981-9511
 E-mail: mjp@mjp.net Fax #: (805) 981-3775

Name / Address	Ship To		
Oxnard School District 1051 South A St. Oxnard, CA 93030 ATTN. ACCOUNTS PAYABLE	Warehouse Attn: Dan Kubilos 514 W. Wooley Rd. Oxnard, CA 93030		
	P.O. #		
	Contact: Lisa/Dan		

Description	Qty	Cost	Total
IDF BLDG 7 LOUNGE 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF BLDG 7 LOUNGE 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF MULTI PURPOSE 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF MULTI PURPOSE 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF TECH LAB 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF TECH LAB 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
Onsite Service, per UPS 1.Delivery of each component to its designated secured location. 2.Configuration of the specified equipment's network interface to the local area and wide area networks using District provided configuration information. 3.Verify specified equipment is successfully communicating with District installed Eaton Intelligent Power Software Suite. 4.Verify full charge of all batteries 5.Verify access to the Internet 6.Document, on an installation document, all part numbers, quantities, serial numbers, mac addresses, and IP addresses 7.Remove and safely dispose of currently installed interruptible power supplies.	12	55.00	660.00
For: Harrington MDF BLDG 4 STORAGE CLOSET 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	2	1,086.41	2,172.82T

Subtotal:	Sales Tax: (8.0%)	Total
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Date: _____

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MJP Computers
Ventura, CA 93003

MJP Estimate

Date:	02/20/2015
Estimate #	104975

TECHNOLOGIES, INC.

Web Site: www.mjp.net	Phone #: (805) 981-9511
E-mail: mjp@mjp.net	Fax #: (805) 981-3775

Name / Address	Ship To		
Oxnard School District 1051 South A St. Oxnard, CA 93030 ATTN. ACCOUNTS PAYABLE	Warehouse Attn: Dan Kubilos 514 W. Wooley Rd. Oxnard, CA 93030		
	P.O. #		
	Contact: Lisa/Dan		

Description	Qty	Cost	Total
MDF BLDG 4 STORAGE CLOSET	2	356.78	713.56T
5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U IDF ROOM 204	1	1,086.41	1,086.41T
5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U IDF ROOM 204	1	356.78	356.78T
5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U IDF ROOM 304	1	1,086.41	1,086.41T
5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U IDF ROOM 304	1	356.78	356.78T
5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U IDF ROOM 501	1	1,086.41	1,086.41T
5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U IDF ROOM 501	1	356.78	356.78T
5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U IDF ROOM 601	1	1,086.41	1,086.41T
5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U IDF ROOM 601	1	356.78	356.78T
5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U IDF ROOM 801	2	1,086.41	2,172.82T
5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U IDF ROOM 801	2	356.78	713.56T

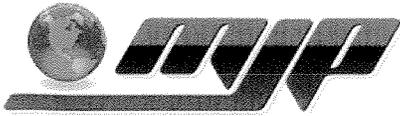
Subtotal:	Sales Tax: (8.0%)	Total
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MJP Computers
Ventura, CA 93003

MJP Estimate

Date: 02/20/2015

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TECHNOLOGIES, INC.

Web Site: www.mjp.net Phone #: (805) 981-9511
E-mail: mjp@mjp.net Fax #: (805) 981-3775

Name / Address	Ship To
Oxnard School District 1051 South A St. Oxnard, CA 93030 ATTN. ACCOUNTS PAYABLE	Warehouse Attn: Dan Kubilos 514 W. Wooley Rd. Oxnard, CA 93030
	P.O. #
	Contact: Lisa/Dan

Description	Qty	Cost	Total
IDF ROOM 1102 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 1102 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
Onsite Service, per UPS 1.Delivery of each component to its designated secured location. 2.Configuration of the specified equipment's network interface to the local area and wide area networks using District provided configuration information. 3.Verify specified equipment is successfully communicating with District installed Eaton Intelligent Power Software Suite. 4.Verify full charge of all batteries 5.Verify access to the Internet 6.Document, on an installation document, all part numbers, quantities, serial numbers, mac addresses, and IP addresses 7.Remove and safely dispose of currently installed interruptible power supplies.	9	55.00	495.00
For: Haydock MDF OFFICE - NURSE 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	0.00 1,086.41T
MDF OFFICE - NURSE 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 1302 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 1302 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 1603 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T

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 E-mail: mjp@mjp.net Fax # (805) 981-3775

Name / Address	Ship To
Oxnard School District 1051 South A St. Oxnard, CA 93030 ATTN. ACCOUNTS PAYABLE	Warehouse Attn: Dan Kubilos 514 W. Wooley Rd. Oxnard, CA 93030
	P.O. #
	Contact: Lisa/Dan

Description	Qty	Cost	Total
IDF ROOM 1603 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 403 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 403 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 605 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 605 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF PIANO LAB 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	2	1,086.41	2,172.82T
IDF PIANO LAB 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	2	356.78	713.56T
IDF LIBRARY 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	2	1,086.41	2,172.82T
IDF LIBRARY 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	2	356.78	713.56T

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Oxnard School District 1051 South A St. Oxnard, CA 93030 ATTN. ACCOUNTS PAYABLE	Warehouse Attn: Dan Kubilos 514 W. Wooley Rd. Oxnard, CA 93030
	P.O. #
	Contact: Lisa/Dan

Description	Qty	Cost	Total
Onsite Service, per UPS 1.Delivery of each component to its designated secured location. 2.Configuration of the specified equipment's network interface to the local area and wide area networks using District provided configuration information. 3.Verify specified equipment is successfully communicating with District installed Eaton Intelligent Power Software Suite. 4.Verify full charge of all batteries 5.Verify access to the Internet 6.Document, on an installation document, all part numbers, quantities, serial numbers, mac addresses, and IP addresses 7.Remove and safely dispose of currently installed interruptible power supplies.	9	55.00	495.00
For: Kamala MDF ROOM 201			0.00
5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
MDF ROOM 201			
5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF BLDG 1 - ROOM 101			
5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF BLDG 1 - ROOM 101			
5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF BLDG 3 - ROOM 305			
5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF BLDG 3 - ROOM 305			
5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF BLDG 4 - ROOM 401			
5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T

Subtotal:	Sales Tax: (8.0%)	Total
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Quote Valid Until: 07/01/2015

Date: _____

Print Name: _____

Customer Signature: _____



MJP Computers
Ventura, CA 93003

MJP Estimate

Date:	02/20/2015
Estimate #	104975

TECHNOLOGIES, INC.

Web Site: www.mjp.net	Phone #: (805) 981-9511
E-mail: mjp@mjp.net	Fax #: (805) 981-3775

Name / Address	Ship To
Oxnard School District 1051 South A St. Oxnard, CA 93030 ATTN. ACCOUNTS PAYABLE	Warehouse Attn: Dan Kubilos 514 W. Wooley Rd. Oxnard, CA 93030
	P.O. #
	Contact: Lisa/Dan

Description	Qty	Cost	Total
IDF BLDG 4 - ROOM 401 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF BLDG 5 - ROOM 501 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF BLDG 5 - ROOM 501 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF BLDG 6 - ROOM 601 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF BLDG 6 - ROOM 601 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF BLDG 7 - ROOM 118 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	2	1,086.41	2,172.82T
IDF BLDG 7 - ROOM 118 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	2	356.78	713.56T
IDF BLDG 7 - ROOM 218 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	2	1,086.41	2,172.82T
IDF BLDG 7 - ROOM 218 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	2	356.78	713.56T
IDF BLDG 8 - ROOM 805 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF BLDG 8 - ROOM 805 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T

Subtotal:	Sales Tax: (8.0%)	Total
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MJP Computers
Ventura, CA 93003

MJP Estimate

Date:	02/20/2015
Estimate #	104975

TECHNOLOGIES, INC.

Web Site: www.mjp.net	Phone #: (805) 981-9511
E-mail: mjp@mjp.net	Fax #: (805) 981-3775

Name / Address	Ship To
Oxnard School District 1051 South A St. Oxnard, CA 93030 ATTN. ACCOUNTS PAYABLE	Warehouse Attn: Dan Kubilos 514 W. Wooley Rd. Oxnard, CA 93030
	P.O. #
	Contact: Lisa/Dan

Description	Qty	Cost	Total
SAN MIGUEL PRESCHOOL 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
SAN MIGUEL PRESCHOOL 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
Onsite Service, per UPS 1.Delivery of each component to its designated secured location. 2.Configuration of the specified equipment's network interface to the local area and wide area networks using District provided configuration information. 3.Verify specified equipment is successfully communicating with District installed Eaton Intelligent Power Software Suite. 4.Verify full charge of all batteries 5.Verify access to the Internet 6.Document, on an installation document, all part numbers, quantities, serial numbers, mac addresses, and IP addresses 7.Remove and safely dispose of currently installed interruptible power supplies.	12	55.00	660.00
For: Lemonwood MDF BOAT BLDG - ROOM 506 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
MDF BOAT BLDG - ROOM 506 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 109 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	2	1,086.41	2,172.82T
IDF ROOM 109 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	2	356.78	713.56T
IDF ROOM 202 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T

Subtotal:	Sales Tax: (8.0%)	Total
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MJP Computers
Ventura, CA 93003

MJP Estimate

Date: 02/20/2015

Estimate # 104975

TECHNOLOGIES, INC.

Web Site: www.mjp.net Phone #: (805) 981-9511
 E-mail: mjp@mjp.net Fax # (805) 981-3775

Name / Address	Ship To
Oxnard School District 1051 South A St. Oxnard, CA 93030 ATTN. ACCOUNTS PAYABLE	Warehouse Attn: Dan Kubilos 514 W. Wooley Rd. Oxnard, CA 93030
	P.O. #
	Contact: Lisa/Dan

Description	Qty	Cost	Total
IDF ROOM 202 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 309 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 309 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 403 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 403 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 602 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 602 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 701 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 701 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 901 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 901 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T

Subtotal:	Sales Tax: (8.0%)	Total
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Quote Valid Until: 07/01/2015

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Print Name: _____

Customer Signature: _____



MJP Computers
Ventura, CA 93003

MJP Estimate

Date: 02/20/2015

Estimate # 104975

TECHNOLOGIES, INC.

Web Site: www.mjp.net Phone #: (805) 981-9511
 E-mail: mjp@mjp.net Fax #: (805) 981-3775

Name / Address	Ship To
Oxnard School District 1051 South A St. Oxnard, CA 93030 ATTN. ACCOUNTS PAYABLE	Warehouse Attn: Dan Kubilos 514 W. Wooley Rd. Oxnard, CA 93030
	P.O. #
	Contact: Lisa/Dan

Description	Qty	Cost	Total
IDF ROOM 909 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 909 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 915 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 915 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
Onsite Service, per UPS 1.Delivery of each component to its designated secured location. 2.Configuration of the specified equipment's network interface to the local area and wide area networks using District provided configuration information. 3.Verify specified equipment is successfully communicating with District installed Eaton Intelligent Power Software Suite. 4.Verify full charge of all batteries 5.Verify access to the Internet 6.Document, on an installation document, all part numbers, quantities, serial numbers, mac addresses, and IP addresses 7.Remove and safely dispose of currently installed interruptible power supplies.	11	55.00	605.00
For: Marina West			0.00
MDF OFFICE 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	2	1,086.41	2,172.82T
MDF OFFICE 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	2	356.78	713.56T
IDF COMPUTER LAB 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T

Subtotal:	Sales Tax: (8.0%)	Total
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Quote Valid Until: 07/01/2015

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MJP Computers
Ventura, CA 93003

MJP Estimate

Date:	02/20/2015
Estimate #	104975

TECHNOLOGIES, INC.

Web Site: www.mjp.net	Phone #: (805) 981-9511
E-mail: mjp@mjp.net	Fax #: (805) 981-3775

Name / Address	Ship To		
Oxnard School District 1051 South A St. Oxnard, CA 93030 ATTN. ACCOUNTS PAYABLE	Warehouse Attn: Dan Kubilos 514 W. Wooley Rd. Oxnard, CA 93030		
	P.O. #		
	Contact: Lisa/Dan		

Description	Qty	Cost	Total
IDF COMPUTER LAB 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U IDF ROOM 1101	1	356.78	356.78T
5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U IDF ROOM 1101	1	1,086.41	1,086.41T
5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U IDF ROOM 1201	1	356.78	356.78T
5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U IDF ROOM 1201	1	1,086.41	1,086.41T
5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U IDF ROOM 307	1	356.78	356.78T
5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U IDF ROOM 307	1	1,086.41	1,086.41T
5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U IDF ROOM 407	1	356.78	356.78T
5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U IDF ROOM 407	1	1,086.41	1,086.41T
5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U IDF ROOM 507	1	356.78	356.78T
5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U IDF ROOM 507	1	1,086.41	1,086.41T
5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T

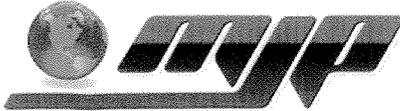
Subtotal:	Sales Tax: (8.0%)	Total
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Quote Valid Until: 07/01/2015

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MJP Computers
Ventura, CA 93003

MJP Estimate

Date: 02/20/2015

Estimate # 104975

TECHNOLOGIES, INC.

Web Site: www.mjp.net Phone #: (805) 981-9511
E-mail: mjp@mjp.net Fax #: (805) 981-3775

Name / Address	Ship To
Oxnard School District 1051 South A St. Oxnard, CA 93030 ATTN. ACCOUNTS PAYABLE	Warehouse Attn: Dan Kubilos 514 W. Wooley Rd. Oxnard, CA 93030
	P.O. #
	Contact: Lisa/Dan

Description	Qty	Cost	Total
IDF ROOM 801 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 801 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 903 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 903 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
Onsite Service, per UPS 1.Delivery of each component to its designated secured location. 2.Configuration of the specified equipment's network interface to the local area and wide area networks using District provided configuration information. 3.Verify specified equipment is successfully communicating with District installed Eaton Intelligent Power Software Suite. 4.Verify full charge of all batteries 5.Verify access to the Internet 6.Document, on an installation document, all part numbers, quantities, serial numbers, mac addresses, and IP addresses 7.Remove and safely dispose of currently installed interruptible power supplies.	10	55.00	550.00
For: Marshall			0.00
MDF ELECTRICAL ROOM 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
MDF ELECTRICAL ROOM 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 400 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T

Subtotal:	Sales Tax: (8.0%)	Total
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MJP Computers
Ventura, CA 93003

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E-mail: mjp@mjp.net	Fax #: (805) 981-3775

Name / Address	Ship To		
Oxnard School District 1051 South A St. Oxnard, CA 93030 ATTN. ACCOUNTS PAYABLE	Warehouse Attn: Dan Kubilos 514 W. Wooley Rd. Oxnard, CA 93030		
	P.O. #		
	Contact: Lisa/Dan		

Description	Qty	Cost	Total
IDF ROOM 400 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 500 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 500 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 600 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 600 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 603 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 603 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 800 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 800 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
CAFETERIA 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
CAFETERIA 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T

Subtotal:	Sales Tax: (8.0%)	Total
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MJP Computers
Ventura, CA 93003

MJP Estimate

Date: 02/20/2015

Estimate # 104975

TECHNOLOGIES, INC.

Web Site: www.mjp.net Phone #: (805) 981-9511
E-mail: mjp@mjp.net Fax #: (805) 981-3775

Name / Address	Ship To
Oxnard School District 1051 South A St. Oxnard, CA 93030 ATTN. ACCOUNTS PAYABLE	Warehouse Attn: Dan Kubilos 514 W. Wooley Rd. Oxnard, CA 93030
	P.O. #
	Contact: Lisa/Dan

Description	Qty	Cost	Total
COMPUTER LAB 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	2	1,086.41	2,172.82T
COMPUTER LAB 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	2	356.78	713.56T
Onsite Service, per UPS 1.Delivery of each component to its designated secured location. 2.Configuration of the specified equipment's network interface to the local area and wide area networks using District provided configuration information. 3.Verify specified equipment is successfully communicating with District installed Eaton Intelligent Power Software Suite. 4.Verify full charge of all batteries 5.Verify access to the Internet 6.Document, on an installation document, all part numbers, quantities, serial numbers, mac addresses, and IP addresses 7.Remove and safely dispose of currently installed interruptible power supplies.	9	55.00	495.00
For: McAuliffe MDF OFFICE			0.00
5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	2	1,086.41	2,172.82T
MDF OFFICE 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	2	356.78	713.56T
IDF ROOM 205 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 205 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 303 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T

Subtotal:	Sales Tax: (8.0%)	Total
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Quote Valid Until: 07/01/2015

Date: _____

Print Name: _____

Customer Signature: _____



MJP Computers
Ventura, CA 93003

MJP Estimate

Date:	02/20/2015
Estimate #	104975

TECHNOLOGIES, INC.

Web Site: www.mjp.net	Phone #: (805) 981-9511
E-mail: mjp@mjp.net	Fax #: (805) 981-3775

Name / Address	Ship To
Oxnard School District 1051 South A St. Oxnard, CA 93030 ATTN. ACCOUNTS PAYABLE	Warehouse Attn: Dan Kubilos 514 W. Wooley Rd. Oxnard, CA 93030
	P.O. #
	Contact: Lisa/Dan

Description	Qty	Cost	Total
IDF ROOM 303 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
COMPUTER LAB 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	2	1,086.41	2,172.82T
COMPUTER LAB 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	2	356.78	713.56T
IDF ROOM S8 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	2	1,086.41	2,172.82T
IDF ROOM S8 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	2	356.78	713.56T
Onsite Service, per UPS 1.Delivery of each component to its designated secured location. 2.Configuration of the specified equipment's network interface to the local area and wide area networks using District provided configuration information. 3.Verify specified equipment is successfully communicating with District installed Eaton Intelligent Power Software Suite. 4.Verify full charge of all batteries 5.Verify access to the Internet 6.Document, on an installation document, all part numbers, quantities, serial numbers, mac addresses, and IP addresses 7.Remove and safely dispose of currently installed interruptible power supplies.	8	55.00	440.00
For: McKinna MDF BLDG 4 - STORAGE 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	2	1,086.41	2,172.82T
MDF BLDG 4 - STORAGE 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	2	356.78	713.56T

Subtotal:	Sales Tax: (8.0%)	Total
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MJP Computers
Ventura, CA 93003

MJP Estimate

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 E-mail: mjp@mjp.net Fax # (805) 981-3775

Name / Address	Ship To
Oxnard School District 1051 South A St. Oxnard, CA 93030 ATTN. ACCOUNTS PAYABLE	Warehouse Attn: Dan Kubilos 514 W. Wooley Rd. Oxnard, CA 93030
	P.O. #
	Contact: Lisa/Dan

Description	Qty	Cost	Total
IDF ROOM 1003 - COMP LAB 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 1003 - COMP LAB 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 1005 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 1005 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 1105 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 1105 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 1108 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 1108 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 1201 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 1201 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 304 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T

Subtotal:	Sales Tax: (8.0%)	Total
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MJP Computers
Ventura, CA 93003

MJP Estimate

Date: 02/20/2015

Estimate # 104975

TECHNOLOGIES, INC.

Web Site: www.mjp.net Phone #: (805) 981-9511
 E-mail: mjp@mjp.net Fax # (805) 981-3775

Name / Address	Ship To
Oxnard School District 1051 South A St. Oxnard, CA 93030 ATTN. ACCOUNTS PAYABLE	Warehouse Attn: Dan Kubilos 514 W. Wooley Rd. Oxnard, CA 93030
	P.O. #
	Contact: Lisa/Dan

Description	Qty	Cost	Total
IDF ROOM 304 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 501 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 501 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 601 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 601 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 805 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 805 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
Onsite Service, per UPS 1.Delivery of each component to its designated secured location. 2.Configuration of the specified equipment's network interface to the local area and wide area networks using District provided configuration information. 3.Verify specified equipment is successfully communicating with District installed Eaton Intelligent Power Software Suite. 4.Verify full charge of all batteries 5.Verify access to the Internet 6.Document, on an installation document, all part numbers, quantities, serial numbers, mac addresses, and IP addresses 7.Remove and safely dispose of currently installed interruptible power supplies.	11	55.00	605.00
For: Ramona			0.00

Subtotal:	Sales Tax: (8.0%)	Total
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MJP Computers
Ventura, CA 93003

MJP Estimate

Date:	02/20/2015
Estimate #	104975

TECHNOLOGIES, INC.

Web Site: www.mjp.net	Phone #: (805) 981-9511
E-mail: mjp@mjp.net	Fax #: (805) 981-3775

Name / Address	Ship To
Oxnard School District 1051 South A St. Oxnard, CA 93030 ATTN. ACCOUNTS PAYABLE	Warehouse Attn: Dan Kubilos 514 W. Wooley Rd. Oxnard, CA 93030
	P.O. #
	Contact: Lisa/Dan

Description	Qty	Cost	Total
MDF BLDG 1 - ROOM 113 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	2	1,086.41	2,172.82T
MDF BLDG 1 - ROOM 113 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	2	356.78	713.56T
IDF ROOM 1201 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 1201 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 210 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 210 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 304 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 304 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 407 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 407 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 507 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T

Subtotal:	Sales Tax: (8.0%)	Total
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MJP Computers
Ventura, CA 93003

MJP Estimate

Date:	02/20/2015
Estimate #	104975

TECHNOLOGIES, INC.

Web Site: www.mjp.net	Phone #: (805) 981-9511
E-mail: mjp@mjp.net	Fax #: (805) 981-3775

Name / Address	Ship To
Oxnard School District 1051 South A St. Oxnard, CA 93030 ATTN. ACCOUNTS PAYABLE	Warehouse Attn: Dan Kubilos 514 W. Wooley Rd. Oxnard, CA 93030
	P.O. #
	Contact: Lisa/Dan

Description	Qty	Cost	Total
IDF ROOM 507 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 607 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 607 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
Onsite Service, per UPS 1.Delivery of each component to its designated secured location. 2.Configuration of the specified equipment's network interface to the local area and wide area networks using District provided configuration information. 3.Verify specified equipment is successfully communicating with District installed Eaton Intelligent Power Software Suite. 4.Verify full charge of all batteries 5.Verify access to the Internet 6.Document, on an installation document, all part numbers, quantities, serial numbers, mac addresses, and IP addresses 7.Remove and safely dispose of currently installed interruptible power supplies.	8	55.00	440.00
For: Ritchen MDF ELECTRICAL ROOM 5PX3000RTN Eaton Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 2.7 kW - 3000 VA - Ethernet 10/100, RS-232, USB - 7 output connector(s) - 2U	2	1,236.47	2,472.94T
MDF ELECTRICAL ROOM 5PXEBM72RT2U Eaton 5PX 72V 2U External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	2	523.98	1,047.96T
MDF ELECTRICAL ROOM 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
MDF ELECTRICAL ROOM 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T

Subtotal:	Sales Tax: (8.0%)	Total
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MJP Computers
Ventura, CA 93003

MJP Estimate

Date:	02/20/2015
Estimate #	104975

TECHNOLOGIES, INC.

Web Site: www.mjp.net	Phone #: (805) 981-9511
E-mail: mjp@mjp.net	Fax #: (805) 981-3775

Name / Address	Ship To
Oxnard School District 1051 South A St. Oxnard, CA 93030 ATTN. ACCOUNTS PAYABLE	Warehouse Attn: Dan Kubilos 514 W. Wooley Rd. Oxnard, CA 93030
	P.O. #
	Contact: Lisa/Dan

Description	Qty	Cost	Total
IDF ROOM 201 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 201 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 502 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 502 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF COMPUTER LAB 5PX3000RTN Eaton Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 2.7 kW - 3000 VA - Ethernet 10/100, RS-232, USB - 7 output connector(s) - 2U	2	1,236.47	2,472.94T
IDF COMPUTER LAB 5PXEBM72RT2U Eaton 5PX 72V 2U External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	2	523.98	1,047.96T
IDF COMPUTER LAB 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF COMPUTER LAB 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
Onsite Service, per UPS 1.Delivery of each component to its designated secured location. 2.Configuration of the specified equipment's network interface to the local area and wide area networks using District provided configuration information. 3.Verify specified equipment is successfully communicating with District installed Eaton Intelligent Power Software Suite. 4.Verify full charge of all batteries 5.Verify access to the Internet 6.Document, on an installation document, all part numbers, quantities, serial numbers, mac addresses, and IP addresses 7.Remove and safely dispose of currently installed interruptible power supplies.	8	55.00	440.00

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MJP Computers
Ventura, CA 93003

MJP Estimate

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Estimate # 104975

TECHNOLOGIES, INC.

Web Site: www.mjp.net Phone #: (805) 981-9511
 E-mail: mjp@mjp.net Fax # (805) 981-3775

Name / Address	Ship To		
Oxnard School District 1051 South A St. Oxnard, CA 93030 ATTN. ACCOUNTS PAYABLE	Warehouse Attn: Dan Kubilos 514 W. Wooley Rd. Oxnard, CA 93030		
	P.O. #		
	Contact: Lisa/Dan		

Description	Qty	Cost	Total
For: Rose MDF MAIN OFFICE	2	1,086.41	2,172.82T
5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U			
MDF MAIN OFFICE	2	356.78	713.56T
5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U			
IDF BLDG 2	1	1,086.41	1,086.41T
5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U			
IDF BLDG 2	1	356.78	356.78T
5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U			
IDF BLDG 3	1	1,086.41	1,086.41T
5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U			
IDF BLDG 3	1	356.78	356.78T
5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U			
IDF BLDG 4	1	1,086.41	1,086.41T
5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U			
IDF BLDG 4	1	356.78	356.78T
5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U			
IDF BLDG 5	1	1,086.41	1,086.41T
5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U			
IDF BLDG 5	1	356.78	356.78T
5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U			

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MJP Computers
Ventura, CA 93003

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TECHNOLOGIES, INC.

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 E-mail: mjp@mjp.net Fax # (805) 981-3775

Name / Address	Ship To		
Oxnard School District 1051 South A St. Oxnard, CA 93030 ATTN. ACCOUNTS PAYABLE	Warehouse Attn: Dan Kubilos 514 W. Wooley Rd. Oxnard, CA 93030		
	P.O. #		
	Contact: Lisa/Dan		

Description	Qty	Cost	Total
IDF COMPUTER LAB 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	2	1,086.41	2,172.82T
IDF COMPUTER LAB 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	2	356.78	713.56T
Onsite Service, per UPS 1.Delivery of each component to its designated secured location. 2.Configuration of the specified equipment's network interface to the local area and wide area networks using District provided configuration information. 3.Verify specified equipment is successfully communicating with District installed Eaton Intelligent Power Software Suite. 4.Verify full charge of all batteries 5.Verify access to the Internet 6.Document, on an installation document, all part numbers, quantities, serial numbers, mac addresses, and IP addresses 7.Remove and safely dispose of currently installed interruptible power supplies.	8	55.00	440.00
For: Sierra Linda MDF OFFICE 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	2	1,086.41	2,172.82T
MDF OFFICE 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	2	356.78	713.56T
IDF BLDG 3 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF BLDG 3 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF BLDG 4 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T

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	P.O. #
	Contact: Lisa/Dan

Description	Qty	Cost	Total
IDF BLDG 4 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF BLDG 5 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF BLDG 5 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 902 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 902 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 1008 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 1008 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 1101 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 1101 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF COMPUTER LAB 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	2	1,086.41	2,172.82T
IDF COMPUTER LAB 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	2	356.78	713.56T

Subtotal:	Sales Tax: (8.0%)	Total
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Quote Valid Until: 07/01/2015

Date: _____

Print Name: _____

Customer Signature: _____



MJP Computers
Ventura, CA 93003

MJP Estimate

Date: 02/20/2015

Estimate # 104975

TECHNOLOGIES, INC.

Web Site: www.mjp.net Phone #: (805) 981-9511
 E-mail: mjp@mjp.net Fax # (805) 981-3775

Name / Address	Ship To
Oxnard School District 1051 South A St. Oxnard, CA 93030 ATTN. ACCOUNTS PAYABLE	Warehouse Attn: Dan Kubilos 514 W. Wooley Rd. Oxnard, CA 93030
	P.O. #
	Contact: Lisa/Dan

Description	Qty	Cost	Total
Onsite Service, per UPS 1.Delivery of each component to its designated secured location. 2.Configuration of the specified equipment's network interface to the local area and wide area networks using District provided configuration information. 3.Verify specified equipment is successfully communicating with District installed Eaton Intelligent Power Software Suite. 4.Verify full charge of all batteries 5.Verify access to the Internet 6.Document, on an installation document, all part numbers, quantities, serial numbers, mac addresses, and IP addresses 7.Remove and safely dispose of currently installed interruptible power supplies.	10	55.00	550.00
For: Soria			0.00
MDF ELECTRICAL ROOM 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	2	1,086.41	2,172.82T
MDF ELECTRICAL ROOM 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	2	356.78	713.56T
IDF ROOM 129 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 129 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 219 (POWER LEVEL A) 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 219 (POWER LEVEL A) 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 219 (POWER LEVEL B) 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	2	1,086.41	2,172.82T

Subtotal:	Sales Tax: (8.0%)	Total
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Quote Valid Until: 07/01/2015

Date: _____

Print Name: _____

Customer Signature: _____



MJP Computers
Ventura, CA 93003

MJP Estimate

Date: 02/20/2015

Estimate # 104975

TECHNOLOGIES, INC.

Web Site: www.mjp.net Phone #: (805) 981-9511
 E-mail: mjp@mjp.net Fax #: (805) 981-3775

Name / Address	Ship To
Oxnard School District 1051 South A St. Oxnard, CA 93030 ATTN. ACCOUNTS PAYABLE	Warehouse Attn: Dan Kubilos 514 W. Wooley Rd. Oxnard, CA 93030
	P.O. #
	Contact: Lisa/Dan

Description	Qty	Cost	Total
IDF ROOM 219 (POWER LEVEL B) 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	2	356.78	713.56T
IDF ROOM 323 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	2	1,086.41	2,172.82T
IDF ROOM 323 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	2	356.78	713.56T
IDF ROOM 353 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 353 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
IDF ROOM 453 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
IDF ROOM 453 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T
PE ROOM 5PX2200RTN Eaton 5PX 2200 Virtualization-ready UPS bundle - UPS - AC 100/120/127 V - 1.92 kW - 1950 VA - Ethernet 10/100, RS-232, USB - 8 output connector(s) - 2U	1	1,086.41	1,086.41T
PE ROOM 5PXEBM48RT Eaton 5PX 48V External Battery Module Rack/Tower - Battery enclosure (rack-mountable / external) lead acid - 2U	1	356.78	356.78T

Subtotal:	Sales Tax: (8.0%)	Total
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Quote Valid Until: 07/01/2015 Date: _____

Print Name: _____ Customer Signature: _____



MJP Computers
Ventura, CA 93003

MJP Estimate

Date: 02/20/2015

Estimate # 104975

TECHNOLOGIES, INC.

Web Site: www.mjp.net Phone #: (805) 981-9511
E-mail: mjp@mjp.net Fax #: (805) 981-3775

Name / Address	Ship To
Oxnard School District 1051 South A St. Oxnard, CA 93030 ATTN. ACCOUNTS PAYABLE	Warehouse Attn: Dan Kubilos 514 W. Wooley Rd. Oxnard, CA 93030
	P.O. #
	Contact: Lisa/Dan

Description	Qty	Cost	Total
Onsite Service, per UPS 1.Delivery of each component to its designated secured location. 2.Configuration of the specified equipment's network interface to the local area and wide area networks using District provided configuration information. 3.Verify specified equipment is successfully communicating with District installed Eaton Intelligent Power Software Suite. 4.Verify full charge of all batteries 5.Verify access to the Internet 6.Document, on an installation document, all part numbers, quantities, serial numbers, mac addresses, and IP addresses 7.Remove and safely dispose of currently installed interruptible power supplies.	11	55.00	605.00

Subtotal: \$297,681.51	Sales Tax: (8.0%) \$22,947.72	Total \$320,629.23
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Quote Valid Until: 07/01/2015

Date: _____

Print Name: _____

Customer Signature: _____

E-Rate Bid Evaluation Matrix
Funding Year

2015

District Name Oxnard Elementary School District
 Bid # (if applicable) RFP# 14-03
 Form 470# 747870001308469

Bid Due Date and Time 2/27/2015 at 4:00 PM
 Allowable Contract Date 2/24/2015

Project or Service
Description

Network Hardware: MDF and IDF Uninterruptable Power Supply units for Multiple School Locations Districtwide: RFP #14-03 is available on the District's Website: <http://www.oxnardsd.org/purchasing>

Directions:

- Each criteria has a Criteria Weight. Vendors are assigned points on how well they meet each factor, but cannot be assigned raw scores higher than the total number of responders.
- The entries for all factors are then totaled for each vendor. The winning bidder is the one with the highest score.
- The cost of E-Rate eligible services must be weighted most heavily to be in compliance with FCC rules.
- If NO bids are received, then indicate NO bids received under Winning Bidder and sign and date matrix.
- Keep this evaluation and all bids (winning and losing) in your permanent E-rate records.

of Responders: 3

3 is the best possible rank

Service Provider Name:
 E-rate Eligible Cost:

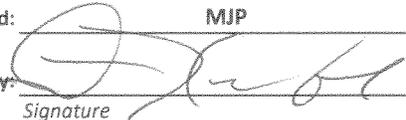
MJP	CDW-G	Taft		
\$320,629.23	\$392,028.60	\$452,444.00		
Lowest ➔				

Selection Criteria	Criteria Weight*
Eligible Cost	30
Preffed Manufacturer	25
Past experience with OSD	25
Conformance to RFP/Proposal Instructions	20
	100

Rank	Rank	Rank			
3	2.45361611	2.125981757			
3	3	1			
3	3	3			
2	2	2			

Overall Ranking	
Service Provider	Score
MJP	93
CDW-G	88
Taft	68

Vendor Selected: MJP

Approved By: 
 Signature
 Dan Kubilos
 Print Name
 Chief Information Officer
 Title
 Date: 03/06/15

Comments:

BOARD AGENDA ITEM

Name of Contributor: Dr. Nancy Carroll

Date of Meeting: 3/18/15

STUDY SESSION	_____
CLOSED SESSION	_____
SECTION B: HEARINGS	_____
SECTION C: CONSENT	<u> X </u>
SECTION D: ACTION	_____
SECTION E: REPORTS/DISCUSSION	_____
SECTION F: BOARD POLICIES	1 st Reading _____ 2 nd Reading _____

Ratification of Amendment #5 to Agreement #14-50 - Ventura County Office of Education, Paraeducator Services - SCP (Carroll/Phipps)

At the Board meeting of August 20, 2014, the Board of Trustees approved Agreement #14-50 with Ventura County Office of Education (VCOE), for exceptional services to special education students that consists of support from Special Circumstances Paraeducators (SCPs) for the 2014-2015 school year, including Extended School Year, in the amount not to exceed \$380,894.23.

At the Board meeting of October 1, 2014, the Board of Trustees ratified Amendment #1 in the amount of \$12,255.99 to cover an increase in services bringing the total contract amount to \$393,150.22 for 2014-2015. The increase was due to the placement of one (1) more student with a Paraeducator service agreement for 2014-2015.

At the Board meeting of December 10, 2014, the Board of Trustees ratified Amendment #2 in the amount of \$6,142.50 to cover an increase in services bringing the total contract amount to \$399,292.72 for 2014-2015. The increase was due to the placement of one (1) more student with a Paraeducator service agreement for 2014-2015.

At the Board meeting of February 18, 2015, the Board of Trustees ratified Amendment #3 in the amount of \$32,960.95 to cover an increase in services bringing the total contract amount to \$432,253.67 for 2014-2015. The increase was due to the placement of two (2) more students with Paraeducator service agreements for 2014-2015.

At the Board meeting of March 4, 2015, the Board of Trustees ratified Amendment #4 in the amount of \$18,780.28 to cover a decrease in services bringing the total contract amount to \$413,473.39 for 2014-2015. The decrease was due to yearly IEP meetings held to review three (3) students with current Paraeducator service agreements for 2014-2015.

The actual cost for services has now changed and it is necessary to increase the amount of Agreement #14-50 by \$39,394.39 for a total agreement amount of \$452,867.78 for 2014-2015. The increase is due to the placement of three (3) more students with Paraeducator service agreements for 2014-2015.

Students:	AR111501	\$ 8,165.42
	JB031702	\$28,578.97
	JL080602	\$ 2,650.00

FISCAL IMPACT:

\$39,394.39 - Special Education Funds

RECOMMENDATION:

It is the recommendation of the Director, Pupil Services, and the Interim Assistant Superintendent, Educational Services, that the Board of Trustees ratify Amendment #5 to Agreement #14-50 with the Ventura County Office of Education for Paraeducator Services (SCP's), in the amount of \$39,394.39.

ADDITIONAL MATERIAL(S):

Attached: Amendment #5, Ventura County Office of Education (3 Pages)
Amendment #4, Ventura County Office of Education (3 Pages)
Amendment #3, Ventura County Office of Education (2 Pages)
Amendment #2, Ventura County Office of Education (1 Page)
Amendment #1, Ventura County Office of Education (1 Page)
Agreement #14-50, Ventura County Office of Education (12 Pages)



AGREEMENT

FOR PARAEDUCATOR PERFORMING SPECIAL CIRCUMSTANCES SERVICES

This Agreement, effective 1/29/15 is made by and between the Ventura County Superintendent of Schools Office, hereinafter referred to as SUPERINTENDENT, and the Oxnard School District, hereinafter referred to as DISTRICT.

JL080602

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 services, bus aide 1 hour per day.

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), 30 days 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 1/29/15 (*IEP date*), 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: <u>2014-2015</u> (1/29/15-6/30/15)	UPCOMING: <u>2015-2016</u> ()
(including ESY, if applicable)	\$ <u>2,650.00</u>	+ \$ _____

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 Lisa A. Franz

Accepted By: _____
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 2,650.00 for fiscal year 14-15

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective November 13, 2014 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.

ML062907

1. This agreement pertains to providing exceptional service(s) for, [REDACTED], a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire 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 Circumstances services, 330 minutes daily.

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), 30 days 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 11/13/14 (*IEP date*), 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: <u>2014-2015</u> (11/13/14-6/30/15)	UPCOMING: <u>2015-2016</u> ()
(including ESY, if applicable)	\$ <u>27,362.23</u>	+ \$ _____

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 [REDACTED] SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: [Signature]
Business Services Authorized Representative

Date: _____

Date: 1/14/15

Estimated Cost \$ 27,362.23 for fiscal year 14-15

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective November 13, 2014 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.

LC051401

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 Circumstances services, 330 mins. daily.

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), 30 days 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 11/13/2014 (IEP date), 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: <u>2014-2015</u> (25,792.15)	UPCOMING: <u>2015-2016</u>
(including ESY, if applicable)	\$ _____	+ \$ _____

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 Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: [Signature]
Business Services Authorized Representative

Date: _____

Date: 11/13/15

Estimated Cost \$ 25,792.15 for fiscal year 14-15

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective December 10, 2014 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.

EV031402

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 Circumstances services, 330 mins. per day.

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), 30 days 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 12/10/2014 (*IEP date*), 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: <u>2014-2015</u> (12/10/14-6/30/15)	UPCOMING: <u>2015-2016</u>
(including ESY, if applicable)	\$ <u>22,753.50</u>	+ \$ _____

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 Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: [Signature]
Business Services Authorized Representative

Date: _____

Date: 1/23/15

Estimated Cost \$ 22,753.50 for fiscal year 14-15

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

For Paraeducator Performing Special Circumstance Services

This Agreement, effective December 16, 2014 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.

MP121108

1. This agreement pertains to providing exceptional service(s) for, [REDACTED] a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire 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 Circumstances services, for 60 days.

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), 30 days 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 12/16/14 (*IEP date*), 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: <u>2014-2015</u> ()	+	UPCOMING: <u>2015-2016</u> ()
(including ESY, if applicable)	\$ _____	+	\$ _____

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 [REDACTED] SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature Lisa A. Franz

Accepted By: _____
 Special Education Authorized Representative

Title: Director, Purchasing

Approved By: _____
 Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 7,168.82

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective 8/27/14 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, JS010805

1. This agreement pertains to providing exceptional service(s) for, [REDACTED], a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire 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 bus aide.

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), 30 days 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 8/18/14 (IEP date), 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: <u>2013-2014</u> ()	UPCOMING: <u>2014-2015</u> (8/18/14-5/15/15)
(including ESY, if applicable)	\$ _____	+ \$ _____

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

Signature Lisa A. Franz

Title: Director, Purchasing

Date: _____

VENTURA COUNTY OFFICE OF EDUCATION

Accepted By: [Signature]
Special Education Authorized Representative

Approved By: [Signature]
Business Services Authorized Representative

Date: 9/15/14

Estimated Cost \$ 6,142.50

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective August 27, 2014 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.

JA031802

1. This agreement pertains to providing exceptional service(s) for, [REDACTED], a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire 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 Circumstances services, 5.5 hrs. daily.

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), 30 days 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 8/27/14 (IEP date-11/15/2013), 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: <u>2013-2014</u>	UPCOMING: <u>2014-2015</u>
	()	(8/27/14-10/30/14)
(including ESY, if applicable)	\$ _____	\$ <u>12,255.99</u>

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 Lisa A. Franz

Accepted By: [Signature]
Special Education Authorized Representative

Title: Director, Purchasing

Approved By: [Signature]
Business Services Authorized Representative

Date: _____

Date: 7/17/14

Estimated Cost \$ 12,255.99



AGREEMENT

TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective 12/18/2013 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.

1. This agreement pertains to providing exceptional service(s) for, EV, DOB: 03/14/2002 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 Special Circumstances Paraeducator (SCP) 330 mins/day throughout school day.

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), 30 days 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 12/18/2013 (IEP date), 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: <u>2013-2014</u>	UPCOMING: <u>2014-2015</u>
	()	()
(including ESY, if applicable)	\$ _____	\$ _____

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: _____

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 35,844.08

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective 10/23/13 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.

1. This agreement pertains to providing exceptional service(s) for, NF . DOB: 7/6/2001, 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 Special Circumstances Paraeducator (SCP), 390 mins/day throughout school day and bus aide, to and from school.

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), 30 days 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 10/23/2013 (IEP date), 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: <u>2013-2014</u> ()	UPCOMING: <u>2014-2015</u> ()
(including ESY, if applicable)	\$ <u>34,959.69</u>	+ \$ <u>3,884.41</u>

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: _____

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$38,844.08

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective 1-14-14 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard Elementary School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for BL, DOB: 9-15-03, a Special Education pupil who is a resident of DISTRICT and attends, Carl Dwire 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 a SCP paraeducator.

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), 30 days 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.

4. 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.
5. The term of this contract shall begin 1-14-14 (IEP date), 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:	CURRENT 2013-2014	UPCOMING: <u>2014-2015</u>
(including ESY, if applicable)	\$ _____	+ \$ _____

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 Elementary District

VENTURA COUNTY OFFICE OF EDUCATION

Signature _____

Accepted By: _____
Special Education Authorized Representative

Title: _____

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 37,922.53



AGREEMENT

TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective October 23, 2013 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.

1. This agreement pertains to providing exceptional service(s) for, EC - DOB: 9/29/2002, 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 Special Circumstances Paraeducator (SCP), 5.5 hrs daily throughout school day.

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), 30 days 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 10/23/2013 (IEP date), 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: (including ESY, if applicable)	CURRENT: <u>2013-2014</u>		UPCOMING: <u>2014-2015</u>
	()		()
	\$ <u>29,272.68</u>	+	\$ <u>6,571.42</u>

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 EL VALLEY UNIFIED SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature

Accepted By: _____
Special Education Authorized Representative

Title:

Approved By: _____
Business Services Authorized Representative

Date:

Date: _____

Estimated Cost \$ 35,844.08

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective 5-8-14 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard Elementary School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for MB DOB: 2-15-04 a Special Education pupil who is a resident of DISTRICT and attends, Carl Dwire, 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 a SCP and bus aide.

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), 30 days 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.

4. 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.
5. The term of this contract shall begin 5-8-14 (IEP date), 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: CURRENT: <u>2013-2014</u> UPCOMING: <u>2014-2015</u> (including ESY, if applicable) \$ _____ + \$ _____

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 Elementary District

VENTURA COUNTY OFFICE OF EDUCATION

Signature _____

Accepted By: _____
Special Education Authorized Representative

Title: _____

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ **\$37,922 plus \$6128 (bus aide)**



AGREEMENT

TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, RR, a Special Education pupil who is a resident of Oxnard Elementary School DISTRICT and currently attends Phoenix 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 Special Circumstances Paraeducator (SCP), 6 hrs daily, during school day.

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), 30 days 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 April 4, 2014 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: <u>2013-2014</u>	UPCOMING: <u>2014-2015</u>
(including ESY, if applicable)	\$ _____	\$ _____

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:

OXNRD ~~UNION HIGH~~ SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature _____

Accepted By: _____
Special Education Authorized Representative

Title: _____

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 35,000.00 _____



AGREEMENT

TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective February 7, 2014 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.

1. This agreement pertains to providing exceptional service(s) for, LC - DOB: 5/14/2001, 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 Special Circumstances Paraeducator (SCP), 5.5 hrs per day throughout school day, and bus aide to and from school.

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), 30 days 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 12/04/2013 (IEP date), 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: <u>2013-2014</u> (1/13/14-6/30/14)	UPCOMING: <u>2014-2015</u> (8/21/14-12/4/14)
(including ESY, if applicable)	\$ <u>21,506.46</u>	\$ <u>14,337.64</u>

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: _____

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 35,844.08

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective April 23, 2013 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.

1. This agreement pertains to providing exceptional service(s) for, JP . DOB: 3/9/2004, a Special Education pupil who is a resident of DISTRICT and currently attends, Sunkist 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 bus aide to and from school.

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), 30 days 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 4/23/2014 (IEP date), 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: (including ESY, if applicable)	CURRENT: <u>2013-2014</u> () \$ _____	+	UPCOMING: <u>2014-2015</u> () \$ _____
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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: _____

Approved By: _____
 Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 6,818.00/year for bus aide



AGREEMENT

TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective November 7, 2013 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.

1. This agreement pertains to providing exceptional service(s) for AL 6/2/2009, a Special Education pupil who is a resident of DISTRICT and currently attends, Dos Caminos preschool 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 Special Circumstances Paraeducator (SCP), 165 mins daily, throughout the school day.

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), 30 days 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.

4. 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.
5. The term of this contract shall begin 11/7/2013 (IEP date), 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: (including ESY, if applicable)	CURRENT: <u>2013-2014</u> (\$14,400.00)	+	UPCOMING: <u>2014-2015</u> (\$3,600.00)
\$ _____			\$ _____

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: _____

Approved By: _____
 Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost **\$ 18,000.00**



AGREEMENT

TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective 4-30-14 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard Elementary School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for KS DOB: 12-9-03, a Special Education pupil who is a resident of DISTRICT and attends, Carl Dwire, 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 a SCP Paraeducator services throughout school day.

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), 30 days 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.

4. 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.
5. The term of this contract shall begin 4-30-14 (*IEP date*), 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:	CURRENT: <u>2013-2014</u>	UPCOMING: <u>2014-2015</u>
(including ESY, if applicable)	\$ <u>6,576.30</u>	+ \$ <u>26,305.16</u>

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 Elementary District

VENTURA COUNTY OFFICE OF EDUCATION

Signature _____

Accepted By: _____
Special Education Authorized Representative

Title: _____

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ **\$32,881.46**



AGREEMENT

TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective March 20, 2013 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.

1. This agreement pertains to providing exceptional service(s) for, ML .. DOB: 6/29/2007, a Special Education pupil who is a resident of DISTRICT and currently attends, Dwire 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 Special Circumstances Paraeducator (SCP), 5.5 hrs daily throughout school day.

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), 30 days 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 3/20/2014 (IEP date), 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: (including ESY, if applicable)	CURRENT: <u>2013-2014</u> ()	UPCOMING: <u>2014-2015</u> ()
	\$ _____	+ \$ _____

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 EL VALLEY UNIFIED SCHOOL DISTRICT

VENTURA COUNTY OFFICE OF EDUCATION

Signature

Accepted By: _____
Special Education Authorized Representative

Title: _____

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 23,000.00

Please submit **two** original copies Oxnard School District-Purchasing Department



AGREEMENT

TO PROVIDE EXCEPTIONAL SERVICE TO SPECIAL EDUCATION PUPILS

This Agreement, effective 02/27/2014 is made by and between the Ventura County Office of Education, hereinafter referred to as SUPERINTENDENT, and the Oxnard Elementary School District, hereinafter referred to as DISTRICT.

1. This agreement pertains to providing exceptional service(s) for, KB 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 Special Circumstances Paraeducator (SCP), 330 mins/day throughout school day.

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), 30 days 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 02/27/2014 (IEP date), 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: <u>2013-2014</u>	UPCOMING: <u>2014-2015</u>
(including ESY, if applicable)	\$ <u>14,738.38</u>	\$ <u>22,107.54</u>

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: _____

Approved By: _____
Business Services Authorized Representative

Date: _____

Date: _____

Estimated Cost \$ 36,845.92

Please submit **two** original copies Oxnard School District-Purchasing Department

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 3/18/15

STUDY SESSION	_____	
CLOSED SESSION	_____	
SECTION B: HEARINGS	_____	
SECTION C: CONSENT	<u> X </u>	
SECTION D: ACTION	_____	
SECTION E: REPORTS/DISCUSSION	_____	
SECTION F: BOARD POLICIES	1 st Reading _____	2 nd Reading _____

SETTING OF DATE FOR PUBLIC HEARING – SCHOOL FACILITIES NEEDS ANALYSIS (Cline)

It is appropriate that the Board of Trustees set the date of Wednesday, April 15, 2015, for:

- 1) A public hearing on the School Facilities Needs Analysis Report and Level 2 fees; and
- 2) Consideration of a resolution concerning development fees on residential projects within the District's boundaries.

The hearing will take place in the Board Room at the Educational Service Center.

FISCAL IMPACT

N/A

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees set the date of Wednesday, April 15, 2015, for a public hearing on the Oxnard School District 2015 School Facilities Needs Analysis Report.

ADDITIONAL MATERIAL

Attached: Notice of Public Hearing (1 page)



OXNARD SCHOOL DISTRICT

1051 South A Street • Oxnard, CA 93030 • (805) 385-1501 • www.oxnardsd.org

PUBLIC NOTICE

Oxnard School District Establishment of Alternative School Facilities Fees

PLEASE TAKE NOTICE that the Oxnard School District intends to conduct a public hearing on its School Facilities Needs Analysis at a regular meeting of the Board of Trustees on April 15, 2015 at 7:30 pm in the Board Room of the Educational Service Center located at 1051 South A Street, Oxnard, CA 93030.

PLEASE TAKE FURTHER NOTICE that following the public hearing, the Board of Trustees of the Oxnard School District will consider a resolution to adopt its School Facilities Needs Analysis and to establish alternative fees on new residential development as authorized by Government Code Sections 65995.5, 65995.6, and 65995.7, and Education Code Section 17620.

The School Facilities Needs Analysis is available for review and copying at the District's administrative office during normal business hours. The District's administrative office is located at 1051 South A Street, Oxnard, CA 93030.

Information concerning this matter is available from the Assistant Superintendent of Business & Fiscal Services at (805) 385-1501, ext. 2401.

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 3/18/15

STUDY SESSION	_____
CLOSED SESSION	_____
SECTION B: HEARINGS	_____
SECTION C: CONSENT	<u> X </u>
SECTION D: ACTION	_____
SECTION E: REPORTS/DISCUSSION	_____
SECTION F: BOARD POLICIES	_____

ENROLLMENT REPORT (Cline)

District enrollment for the month of February 2015 was 17,023. This is 150 more than this time last year.

FISCAL IMPACT

None.

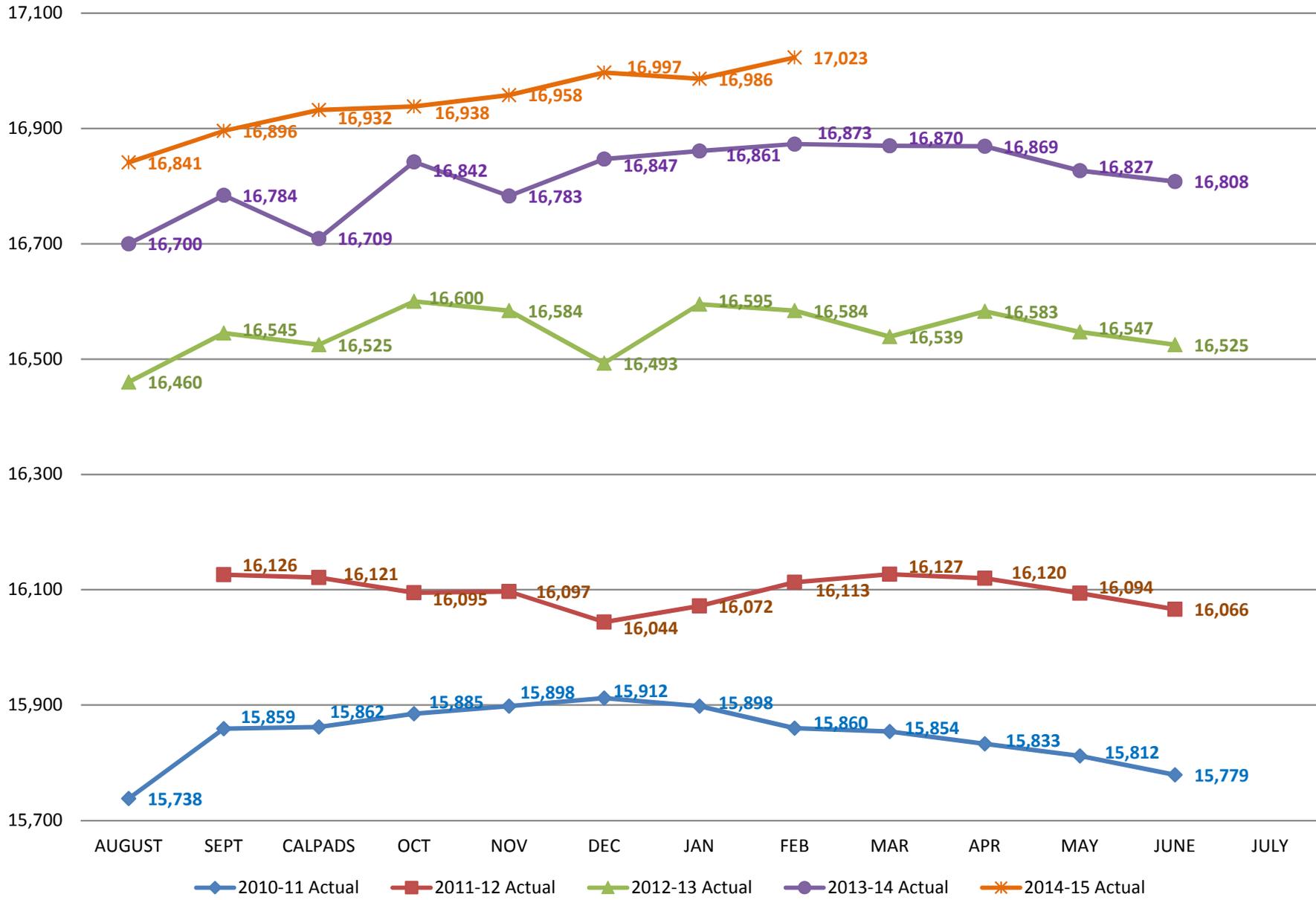
RECOMMENDATION

Information only.

ADDITIONAL MATERIAL

Attached: Graph – Oxnard School District Enrollment History 2010-11 through 2014-15 Actuals (1 page)

Oxnard School District Enrollment History 2010-11 through 2014-15 Actuals



BOARD AGENDA ITEM

Name of Contributor(s): Lisa Cline

Date of Meeting: 3/18/2015

STUDY SESSION _____

CLOSED SESSION _____

SECTION B: HEARINGS _____

SECTION C: CONSENT _____

X

SECTION D: ACTION _____

SECTION E: REPORTS/DISCUSSION _____

SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

Purchase Order/Draft Payment Report #14-07(Cline/Franz)

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

1. A listing of Purchase orders issued 1/21/2015 through 3/04/2015 for the 2014-2015 school year, in the amount of \$3,782,810.98.

2. No listing of Draft Payments issued 1/21/2015 through 3/04/2015 for the 2014-2015 school year.

RECOMMENDATION:

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Purchasing that the Board of Trustees approve Purchase Order/Draft Payment Report #14-07 as submitted.

ADDITIONAL MATERIAL(S):

Attached: Purchase Order/Draft Payment Report #14-07 (20 Pages)

Includes Purchase Orders dated 01/21/2015 - 03/04/2015 ***

PO Number	Vendor Name	Loc	Description	Order Amount
CNP15-00093	Pioneer Chemical Co	CNS	stores	190.83
CNP15-00096	Grainger Inc	CNS	stores	114.69
CNP15-00101	Mello Smello	CNS	stores	880.00
CNP15-00105	Gold Star Foods	CNS	4700 FOOD	841.95
CNP15-00112	Pioneer Chemical Co	CNS	stores	200.88
P15-01813	ACSA	ELM	material/supplies - School Office	64.80
P15-01920	Perma Bound Books	MARINA	BKS-Instructional	545.35
P15-02453	Amazon Com	MARSHALL	MATL/SUPP-Instructional-Carol T	97.15
P15-02454	Office Depot Bus Ser Div	PUPIL SERVICES	MATL/SUP	45.52
P15-02458	Amazon Com	PUPIL SERVICES	MATL/SUP	20.61
P15-02459	Amazon Com	FREMONT	MAT/SUPP - INSTRUCTION	86.51
P15-02460	Amazon Com	MARSHALL	BKS-Instructional	102.21
P15-02462	Amazon Com	DRIFFILL	MATL/SUPP-Instructional	127.92
P15-02464	Knotts Berry Farm Resort	HAYDOCK	TRAVEL/ CONF-INSTRUCTIONAL (ACCOMODATIONS)	221.76
P15-02465	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Instruction	212.06
P15-02466	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Office	43.20
P15-02467	Community Educational Entertai	MARINA	SERV-Instructional	100.00
P15-02468	Staples Direct	KAMALA	Materials & Supplies-Office	70.08
P15-02469	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Office	9.04
P15-02473	Amazon Com	HAYDOCK	MATLS SUPPL-INSTRUCTIONAL	177.52
P15-02474	Concepts School & Office Furn	DRIFFILL	MATL-SUP/FILE CABINETS	280.80
P15-02475	Petroleum Telcom Inc DBA Telec om	CHAVEZ	MATL/SUP-Instruction	555.31
P15-02476	Ventura Co Office Of Education	CHAVEZ	CONF-INSTRUCTION (NATERAS)	200.00
P15-02477	Curriculum Associates Inc	MARSHALL	MAT/SUP-Instructional	235.38
P15-02478	Skillpath Seminars Inc	RAMONA	CONF - Admin (Edith Marin)	299.00
P15-02479	Ventura Co Office Of Education	RAMONA	CONF - Instruction (A. Gil-Martinez & L.Romero)	100.00
P15-02484	Bureau Of Ed And Research	HAYDOCK	CONF/TRAVEL-INSTRUCTIONAL	478.00
P15-02486	Cambium Learning Inc	MARSHALL	PROF/SERV-Instructional (Core Lit-Kdg)	744.82
P15-02487	Perma Bound Books	CHAVEZ	BOOKS OTHER THAN TEXT BOOKS-INSTRUCTIONAL (KINDER)	131.48
P15-02490	Focus On The Masters	FREMONT	SERVICES - INSTRUCTION	900.00
P15-02491	WOODWIND & BRASSWIND, INC	MARSHALL	MATL/SUPP-Instructional-LCFF	371.25
P15-02492	PizzaMan Dan's	FREMONT	MAT/SUPP - INSTRUCTION	150.00
P15-02493	Cal Lutheran University	HR	CONFERENCE	140.00
P15-02494	Orange Co Dept Of Education	ENGLISH LEARNE	travel and Conference	900.00
P15-02495	TRI COUNTY OFFICE FURNITURE	ENGLISH LEARNE	materials	372.80
P15-02496	Aswell Trophy And Engraving	FREMONT	MAT/SUPP - INSTRUCTION	318.60
P15-02499	CUE, INC	SORIA	CONF (Instructional)	300.00
P15-02500	Lauren Jean Decoff Classroom F riendly Supplies	ROSE	MATERIALS & SUPPLIES - INSTRUCTION	116.58
P15-02501	Ventura Co Office Of Education	ROSE	TRAVEL & CONFERENCE - ADMINISTRATION	120.00
P15-02503	Ventura Co Office Of Education	MCAULIFFE	CONF-Instruction / Admin	285.00
P15-02504	MOBY MAX	ROSE	PROFESSIONAL CONSULTING - INSTRUCTIONAL	599.00
P15-02508	Soap Man	TRANSPORTATIOI	SUPPLIES	69.50

*** See the last page for criteria limiting the report detail.

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

Page 1 of 12

Includes Purchase Orders dated 01/21/2015 - 03/04/2015 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P15-02509	Oriental Trading Co Inc	ROSE	MATERIALS & SUPPLIES - INSTRUCTION	391.24
P15-02510	Apperson Education Products	PERSONNEL	matl	54.92
P15-02511	CDW G	IT	Computer Supp/Software	509.61
P15-02512	SmartyStreets LLC	IT	Other Services	460.00
P15-02514	McCarty And Sons Towing	WAREHOUSE	Service	500.00
P15-02515	Tito's Automotive	WAREHOUSE	Repairs	935.18
P15-02516	Aswell Trophy And Engraving	RAMONA	Mat/Sup - Admin	63.06
P15-02518	Office Depot Bus Ser Div	SIERRA LINDA	matl/sup - instructional	906.49
P15-02524	Apple Computer Inc	IT	MATL/SUP	170.64
P15-02525	Dell Direct Sales Lp	IT	Computer supplies & software	395.48
P15-02526	TRI COUNTY OFFICE FURNITURE	IT	MATL/SUP	478.98
P15-02528	Ventura Co Office Of Education	IT	SERV	210.94
P15-02529	Lakeshore Learning Materials-V	CHAVEZ	MATL/SUPP - Instruction	202.50
P15-02530	Walmart	CHAVEZ	MATL/SUPP- INSTRUCTIONAL (CAHUE MARTINEZ)	50.99
P15-02531	Developmental Resources Inc	CHAVEZ	CONF-INSTRUCTIONAL	536.00
P15-02534	Ventura Co Office Of Education	HAYDOCK	CONF/OFFICE-INSTRUCTIONAL	285.00
P15-02536	Ventura Co Office Of Education	ED SERVICES	CONF	40.00
P15-02538	Aswell Trophy And Engraving	ED SERVICES	MATL/SUP	77.76
P15-02539	Santa Barbara Botanic Garden	BREKKE	SERV - Instructional	225.00
P15-02542	CUE, INC	BREKKE	CONF - Instructional	270.00
P15-02544	NHR NEWCO HOLDINGS LLC CURVATU RE LLC	HR	MATLS/SUPL	507.60
P15-02546	Lakeshore Learning Materials-V	MARSHALL	MATL/SUPL-Instructional-KerryAnn	234.95
P15-02549	Scholastic Inc	MARSHALL	BKS-Instructional-Dickerson	63.14
P15-02551	Lakeshore Learning Materials-V	MARSHALL	MATL/SUPP-Instructional-Northrup	306.76
P15-02553	Staples Direct	PERSONNEL	matl	16.19
P15-02554	ADVANCED CLASSROOM TECHNOLOGIE S, INC	SIERRA LINDA	matl/sup - instruction	154.32
P15-02555	Grainger Inc	WAREHOUSE	Supplies	528.59
P15-02557	Office Depot Bus Ser Div	ERC	Materials and supplies	26.24
P15-02559	Ventura Co Office Of Education	FREMONT	TRAVEL/CONFERENCE - COUNCELING- RODRIGUEZ	50.00
P15-02560	Palm Springs Marquis Villas	BREKKE	CONF - Instructional	947.85
P15-02561	Aswell Trophy And Engraving	BREKKE	MATL-SUP - Instructional	140.00
P15-02563	CAG	RAMONA	CONF - Instruction (Garcia/Magallanes)	840.00
P15-02567	Hilton Anaheim	PUPIL SERVICES	CONF	735.69
P15-02568	Latino Family Literacy Project	RAMONA	CONF - Instruction (Magallanes)	601.50
P15-02569	School Specialty Inc	RAMONA	Mat/Sup - Instruction (TK)	306.06
P15-02570	Office Depot Bus Ser Div	RAMONA	Mat/Supl - Admin & Instruction	323.71
P15-02571	Positive Promotions	SORIA	MATL/SUP Instructional	143.79
P15-02572	Barnes And Noble	MARSHALL	BKS-Instructional	975.50
P15-02573	Houghton Mifflin Harcourt	HAYDOCK	MATLS/SUPL-INSTRUCTIONAL	179.39
P15-02574	Lakeshore Learning Materials-V	MCAULIFFE	MATL/SUP-Instructional TK (Duarte)	371.26
P15-02575	Lakeshore Learning Materials-V	SIERRA LINDA	matl/sup - instructional	100.00
P15-02576	Dell Direct Sales Lp	ELM	Material/Supplies - School Office	28.50
P15-02577	Ventura Co Office Of Education	PUPIL SERVICES	Conf	106.43
P15-02579	Skillpath Seminars Inc	RAMONA	CONF - Admin	99.00
P15-02580	Shaw Hr Consulting	HR	CONF	837.00

*** See the last page for criteria limiting the report detail.

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 01/21/2015 - 03/04/2015 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P15-02581	Aquarium Of The Pacific	SORIA	SERV (Instructional)	915.00
P15-02582	HAMPTON INN & SUITES ANAHEIM H OTEL	PUPIL SERVICES	CONF	209.56
P15-02585	Amazon Com	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	99.20
P15-02586	Ventura Co Office Of Education	ENGLISH LEARNE	travel and coferece	650.00
P15-02587	Ventura Co Office Of Education	KAMALA	Conference/Travel-Instruction	100.00
P15-02588	Ventura Co Office Of Education	KAMALA	Conference/Travel-Admin	50.00
P15-02592	B & H Photo-Video-Pro-Audio	IT	MATL/SUP	239.54
P15-02593	CDW G	IT	MATL/SUP	230.72
P15-02594	Newegg Com	ED SERVICES	Supplies	182.52
P15-02595	GOLD COAST CUE C/O GENEVIEVE R EIFER, VCOE	HAYDOCK	TRAVEL/CONF-INSTRUCTIONAL	50.00
P15-02601	Ventura Co Office Of Education	ED SERVICES	Conference (Vicky Gonzalez)	125.00
P15-02604	LEARN360	KAMALA	SERV-Instructin	695.00
P15-02607	SCHOOL SAFETY CZAR, INC DBA PUBLIC SAFETY CZAR	RAMONA	Mat/Sup - Admin	150.12
P15-02608	Lakeshore Learning Materials-V	KAMALA	Materials & Supplies-Instructional	51.29
P15-02609	Read Naturally, Inc	BREKKE	MATL/SUP - Instructional	152.22
P15-02611	Home Depot Inc	IT	MATL/SUP	40.42
P15-02612	Amazon Com	PUPIL SERVICES	MATL/SUP	426.01
P15-02614	Amazon Com	MARSHALL	BKS-Instructional	560.47
P15-02617	Target	RITCHEN	MATL/SUP-INSTRUCTIONAL	400.00
P15-02618	Heinemann	CURREN	matl/sup - instructional	442.50
P15-02619	ETA Hand2mind	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	99.26
P15-02622	WPS	PUPIL SERVICES	MATL/SUP	302.94
P15-02623	Pro Ed	CURREN	matl/sup - instructional	538.08
P15-02624	CALIF MUSIC EDUCATORS ASSOC.	HAYDOCK	TRAVEL/CONF-INSTRUCTIONAL	170.00
P15-02625	CUE, INC	ED SERVICES	Conference	270.00
P15-02626	Stamp Connection	ROSE	MATERIALS & SUPPLIES - ADMINISTRATION	90.00
P15-02627	Good-Lite	PUPIL SERVICES	MATL/SUP	131.50
P15-02628	CAG	SORIA	CONF (Instructional/Admin)	840.00
P15-02629	Amazon Com	IT	MATL/SUP	112.31
P15-02630	VCOE - 0402	SORIA	CONF (Admin)	50.00
P15-02631	Ventura Co Office Of Education	SORIA	CONF Instructional	15.00
P15-02632	Petroleum Telcom Inc DBA Teleco m	SORIA	REPAIRS; MATL/SUP (Instructional)	862.30
P15-02635	BSN Sports	WAREHOUSE	Stores Supplies	458.80
P15-02638	Henry Schein	WAREHOUSE	Stores Supplies	477.94
P15-02639	School Health Corporation	WAREHOUSE	Stores Supplies	152.93
P15-02641	Xerox	WAREHOUSE	Stores Supplies	810.00
P15-02643	School Specialty Inc	PUPIL SERVICES	MATL/SUP	30.43
P15-02644	School Specialty Inc	BREKKE	MATL/SUP - Instructional	207.63
P15-02645	School Health Corporation	PUPIL SERVICES	MATL/SUP	175.40
P15-02646	Office Depot Bus Ser Div	IT	MATL/SUP	190.33
P15-02647	Grainger Inc	IT	MATL/SUP	181.34
P15-02648	Grainger Inc	IT	MATL/SUP	845.64

*** See the last page for criteria limiting the report detail.

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

Page 3 of 12

Includes Purchase Orders dated 01/21/2015 - 03/04/2015 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P15-02649	Dell Direct Sales Lp	IT	EQUIP & MATL/SUP	685.20
P15-02650	Staples Direct	PUPIL SERVICES	MATL/SUP	450.40
P15-02653	COMFORT INN PALM SPRINGS	RAMONA	CONF - Instruction (Garcia/Magallanes)	509.30
P15-02654	Hilton Palm Springs	SORIA	CONF (Admin/Instructional)	867.40
P15-02656	Walmart	ASSESS ACCOUN'	MATL/SUP	100.00
P15-02658	Smart And Final Iris Co	ASSESS ACCOUN'	MATL/SUP	126.96
P15-02659	Human Kinetics	ASSESS ACCOUN'	MATL/SUP	417.30
P15-02662	Ventura Co Office Of Education	CHAVEZ	CONF-INSTRUCTIONAL	100.00
P15-02663	WPS	PUPIL SERVICES	MATL/SUP	190.08
P15-02664	Curriculum Associates Inc	PUPIL SERVICES	MATL/SUP	516.50
P15-02665	Copier Source, Inc	BUSINESS	SERV	90.00
P15-02666	LRP Publications Inc	PUPIL SERVICES	MATL/SUP	38.04
P15-02668	TRI COUNTY OFFICE FURNITURE	ROSE	MATERIALS & SUP - ADMINISTRATION	997.81
P15-02670	CSPCA	PERSONNEL	Conf	500.00
P15-02673	Lakeshore Learning Materials-V	DRIFFILL	MATL/SUPP-instructional	480.77
P15-02674	Lakeshore Learning Materials-V	MCKINNA	Materials & Supplies-Instructional	199.06
P15-02676	Ventura Co Office Of Education	HARRINGTON	travel & conference - admin	15.00
P15-02677	Printech	MCKINNA	Materials & Supplies/Instructional	466.56
P15-02678	Oriental Trading Co Inc	MCKINNA	Materials & Supplies/Instruction	109.58
P15-02679	Educlime	DRIFFILL	MATL/SUPP-Instructional	74.46
P15-02681	Guitar Center	ED SERVICES	Supplies	358.44
P15-02685	School Nurse Supply Co	HARRINGTON	materials & supplies -school office	40.69
P15-02687	Southwest School & Office Sup	WAREHOUSE	STORES	375.84
P15-02689	Amazon Com	SAN MIGUEL	Materials & Instruction-Instructional	70.58
P15-02690	Amazon Com	HARRINGTON	materials & supplies - instructional	96.68
P15-02691	Amazon Com	IT	MATL/SUP	92.77
P15-02692	Amazon Com	HARRINGTON	materials & supplies - instructional	906.97
P15-02694	Amazon Com	HAYDOCK	INSTR MATL	210.00
P15-02695	Amazon Com	KAMALA	Materials & Supplies- Instructional	78.30
P15-02696	Kazoobie Kazoos, LLC	MARSHALL	MATL/SUPP-Instructional-LCFF	120.66
P15-02697	Lakeshore Learning Materials-V	MARSHALL	MATL/SUPP-Instructional	346.63
P15-02698	Amazon Com	KAMALA	Materials & Supplies-Instruction	61.99
P15-02699	Ventura Co Office Of Education	CHAVEZ	CONF-INSTRUCTIONAL	285.00
P15-02700	Walmart	RAMONA	Mat/Sup - Instruction (LCFF 3g)	100.00
P15-02701	Zometool Inc	LEMONWOOD	Materials and Supplies INSTRUCTIONAL	403.87
P15-02702	Lakeshore Learning Materials-V	HARRINGTON	materials & supplies- instructional	397.90
P15-02703	Pitsco Inc	RAMONA	Mat/Sup - Instruction (LCFF 1g)	641.47
P15-02704	Walmart	RAMONA	Mat/Sup - Instruction (LCFF 1g)	258.90
P15-02705	Nasco Modesto	RAMONA	Mat/Sup - Instruction (LCFF 1g)	590.22
P15-02706	Lakeshore Learning Materials-V	NFL	Mat/Sup	306.48
P15-02707	School Specialty Inc	DRIFFILL	MATL/SUPP-instructional	81.04
P15-02709	Scholastic Inc	SORIA	MATL/SUP (Instructional)	316.45
P15-02710	Scholastic Inc	SORIA	MATL/SUP (Instructional)	762.96
P15-02712	Amazon Com	ED SERVICES	MATL/SUP	21.28
P15-02714	Flinn Scientific Inc	ED SERVICES	MATL/SUP	804.29
P15-02715	Perma Bound Books	ED SERVICES	MATL/SUP	11.86
P15-02716	Carolina Biological Supply	ED SERVICES	MATL/SUP	428.55
P15-02717	Westin Gaslamp Quarter	FACILITIES	CONF	861.09
P15-02719	Carnegie Art Museum Cornerst	SORIA	SERV (Instructional)	340.00

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Includes Purchase Orders dated 01/21/2015 - 03/04/2015 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P15-02720	Boxwood Technology Inc	HR	SERV - PUBS	375.00
P15-02721	Csu Northridge	HR	CONF ATTENDEE DR. VACA	225.00
P15-02722	Aswell Trophy And Engraving	HR	MATERIAL/SUPPLIES	8.64
P15-02725	UNIV OF CALIF SANTA BARBARA RE GENT OF UNIV OF CALIFORNIA	HR	CONF/TRAVEL	60.00
P15-02726	Orange Co Dept Of Education	ENGLISH LEARNE	travlr and conference	150.00
P15-02730	Ventura Co Office Of Education	FRANK	CONF / INSTRUCTIONAL	250.00
P15-02734	Scholastic Inc	SORIA	MATL/ SUP (Instructional)	87.12
P15-02736	Buyextras.Com	SORIA	MATL/SUP (Instructional)	372.95
P15-02737	Raymond Geddes And Co Inc	SORIA	MATL/SUP Instructional	388.05
P15-02738	Positive Promotions	SORIA	MATL/SUP Instructional	415.37
P15-02739	Scholastic Inc	SORIA	MATL/SUP Instructional	194.32
P15-02740	Smart And Final Iris Co	MCAULIFFE	MATL/SUPL-Instruction	300.00
P15-02742	Flinn Scientific Inc	BREKKE	MATL/SUP - Instructional	95.19
P15-02745	CAAASA	SUPERINTENDEN	CONF	500.00
P15-02748	Amazon Com	HAYDOCK	MATLS/SUPPL-INSTRUCTIONAL	36.71
P15-02749	PALM CANYON RESORT	MCKINNA	conf-instructional	419.30
P15-02750	Amazon Com	MCKINNA	matl/sup-instructional	64.75
P15-02751	Amazon Com	MCAULIFFE	MATL/SUPL-Instructional	57.32
P15-02753	Amazon Com	ED SERVICES	Matl/SUP	758.84
P15-02754	Buck Institute for Education	MCKINNA	Conf-instructional	900.00
P15-02758	CDW G	ROSE	COMPUTER SUPPLIES - INSTRUCTION	673.23
P15-02759	CUE, INC	MCKINNA	CONF- Instructional	540.00
P15-02760	Ventura Co Office Of Education	MCKINNA	conf/instructional	15.00
P15-02761	WOODWIND & BRASSWIND, INC	MCKINNA	matl/sup-instructional	356.40
P15-02762	Block And Company Inc	CNS	supplies	414.80
P15-02764	Superior Sanitary Supplies	CNS	supplies - Haydock	176.20
P15-02766	Pioneer Chemical Co	SORIA	MATL/SUPL Instructional	501.55
P15-02767	SOS Survival Products	RISK MGMT	Materials and Supplies	306.78
P15-02769	Grainger Inc	IT	MATL/SUP	500.00
P15-02770	Genesis Education Inc	ED SERVICES	MATL/SUP	188.15
P15-02772	Educational Resch Newsletter	ED SERVICES	Materials	220.26
P15-02773	The Jason Project Jason Learni ng	ED SERVICES	Computer Supp / Software / Matl/Sup	108.44
P15-02775	S & T Publications, LLC	ED SERVICES	MATL/SUP	16.20
P15-02776	Biogentex Laboratories DBA Edu cational Science	ED SERVICES	MATL/SUP	717.03
P15-02777	Carolina Biological Supply	ED SERVICES	MATL/SUP	295.06
P15-02781	Grainger Inc	RISK MGMT	Materials & Supplies	875.00
P15-02782	Sehi Computer Products Inc	HR	Instr Matl	682.97
P15-02783	Ventura Co Office Of Education	FREMONT	CONFERENCE - INSTRUCTION/ADMINISTRATORS	108.00
P15-02787	CASBO VTA/SB SUBSECTION	BUDGET	Conf/Travel	600.00
P15-02791	Superior Sanitary Supplies	NFL	Sanitary Supplies	653.81
P15-02792	Oxnard Chamber Of Commerce	SUPERINTENDEN	MEMB	780.00
P15-02793	CHILD AND FAMILY POLICY INSTIT UTE OF CALIFORNIA	ASSESS ACCOUN	CONF	570.00
P15-02794	Coast To Coast Computer Prod	FREMONT	MAT/SUP - INSTRUCTION	864.00
P15-02795	Visual Understanding in Ed Inc Visual Thinking Strategies	FREMONT	TRAVEL/CONFERENCE - INSTRUCTIONAL	395.00

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PO Number	Vendor Name	Loc	Description	Order Amount
P15-02799	ALCARAZ CATERING INC	ROSE	MATERIALS & SUPPLIES - ADMINISTRATION	270.00
P15-02800	Barnes And Noble	CURREN	bks - instructional	775.98
P15-02802	GOLD COAST CUE C/O GENEVIEVE R EIFER, VCOE	CURREN	CONF - instructional	35.00
P15-02803	Staples Direct	ROSE	NON-CAPITALIZED EQUIP - INSTRUCTION	485.99
P15-02805	Staples Direct	ROSE	MATL/SUP, EQUIP - INSTRUCTION	440.60
P15-02806	Staples Direct	DRIFFILL	SUPP/MATL-instructional	205.57
P15-02807	Staples Direct	ED SERVICES	MATL/SUP	86.70
P15-02809	Office Depot Bus Ser Div	TRANSPORTATIO	SUPPLIES	229.11
P15-02810	NATUREBRIDGE	MARINA	CONF/Instruction	280.00
P15-02811	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	612.04
P15-02812	Bernardos Flower Shop	SUPERINTENDEN	MATL/SUP	145.01
P15-02815	Ventura Co Office Of Education	HARRINGTON	TRAVEL/CONFERENCE: INSTRUCTION & COUNSELOR	100.00
P15-02816	Blick Art Materials	ED SERVICES	MATL/SUP	72.94
P15-02817	Superior Sanitary Supplies	CNS	supplies - McKinna	855.32
P15-02818	Superior Sanitary Supplies	CNS	supplies - McAuliffe	608.05
P15-02820	Avid Center	SORIA	CONF/ Instructional	890.00
P15-02822	US Grant Hotel	SUPERINTENDEN	CONF	739.74
P15-02827	Ventura Co Sch Bds Assn Attn: B Connolly, Treas	SUPERINTENDEN	CONF	45.00
P15-02828	Staples Direct	KAMALA	Materials & Supplies-Office	989.54
P15-02829	Howard Klein Snap-on Tools	TRANSPORTATIO	SUPPLIES	428.76
P15-02830	CABE	SORIA	CONF (Instructional)	650.00
P15-02833	Fisher Scientific	KAMALA	Materials & Supplies-Instructional	207.36
P15-02834	Hilton Pasadena	ASSESS ACCOUN	CONF	342.90
P15-02835	Jordanos Inc	CNS	supplies - McAuliffe	814.36
P15-02836	Jordanos Inc	CNS	4300 MAT/SUP	70.76
P15-02837	Crowne Plaza Hanalei Hotel	CNS	CONF	140.63
P15-02839	Printech	ELM	Material/Supplies - Instruction	515.70
P15-02840	Ventura Co Office Of Education	ELM	Conference/travel- Instruction	30.00
P15-02842	School Outfitters	ELM	material/supply - Office	228.95
P15-02843	Oriental Trading Co Inc	ELM	material/supply - Instruction	161.89
P15-02844	Ventura Co Office Of Education	DRIFFILL	CONF-instruction	40.00
P15-02845	Ventura Co Office Of Education	CHAVEZ	CONF-INSTRUCTIONAL	120.00
P15-02846	CUE, INC	RITCHEN	CONF-INSTRUCTIONAL	200.00
P15-02847	Aswell Trophy And Engraving	SIERRA LINDA	matl/sup - instructional	26.35
P15-02849	NHR NEWCO HOLDINGS LLC CURVATU RE LLC	RITCHEN	MATL/SUP-ADMIN	156.60
P15-02851	Headsets Com Inc	RAMONA	Mat/Sup - Admin	490.21
P15-02852	Costco Wholesale	MCKINNA	Materials & Supplies	100.00
P15-02853	Vallarta	HR	supplies/materials	145.72
P15-02854	Oxnard Chamber Of Commerce	SUPERINTENDEN	CONF	50.00
P15-02855	Natl Assoc School Nurs	PUPIL SERVICES	DUES- Health Services	210.00
P15-02858	CUE, INC	MCKINNA	conf-INSTRUCTIONAL	170.00
P15-02859	Demco Inc	MARSHALL	MATL/SUPL-Instructional	415.79
P15-02860	Jordanos Inc	CNS	4300 MAT/SUP	11.79

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PO Number	Vendor Name	Loc	Description	Order Amount
P15-02864	Southwest Airlines	ROSE	TRAVEL AND CONFERENCE - ADMINISTRATION	140.20
P15-02865	CUE, INC	RAMONA	CONF - Instruction (Mendoza/Balderas)	398.00
P15-02867	CUE, INC	MARSHALL	CONF/TRAV-Instructional	600.00
P15-02869	Oriental Trading Co Inc	RAMONA	Mat/Sup - Instruction (3g)	159.22
P15-02870	Oriental Trading Co Inc	LEMONWOOD	Materials and Supplies Health Incentives	23.49
P15-02871	PSP TRS CORP. ACE HOTEL & SWIM CLUB	MARSHALL	TRAV/CONF-Instructional	938.53
P15-02874	Ventura Co Office Of Education	SIERRA LINDA	serv	15.00
P15-02876	Renaissance Learning Inc	SIERRA LINDA	serv - instructional	179.28
P15-02877	Knotts Berry Farm Resort	HARRINGTON	TRAVEL /CONFERENCE/INSTRUCTIONAL	398.72
P15-02878	AMTRAK	ENGLISH LEARNE	travel and conference	120.00
P15-02879	Ventura Co Office Of Education	ELM	Conference/Travel - Instruction	200.00
P15-02880	Lakeshore Learning Materials-V	MCKINNA	Materials & Supplies/Instructional	300.00
P15-02882	Pesi, Inc	PUPIL SERVICES	CONF	189.99
P15-02883	Home Depot Inc	ED SERVICES	MATL/SUP	397.27
P15-02884	Lakeshore Learning Materials-V	MCKINNA	Materials & Supplies/Instructional	200.00
P15-02885	Lakeshore Learning Materials-V	MCKINNA	matls/sup-instructional	200.00
P15-02886	Read Naturally, Inc	SIERRA LINDA	serv	482.76
P15-02887	Staples Direct	PUPIL SERVICES	MATL/SUP	728.89
P15-02888	Amazon Com	LEMONWOOD	PROFESSIONAL CONSULTING INSTRUCTIONAL	149.50
P15-02893	Amazon Com	ED SERVICES	Mat/Sup	352.37
P15-02900	Residence Inn San Diego	SUPERINTENDEN	CONF	538.25
P15-02902	Bureau Of Ed And Research	HARRINGTON	TRAVEL/CONFERENCE: INSTRUCTIONAL & ADMINISTRATION	956.00
P15-02905	Aquarium Of The Pacific	HAYDOCK	SERV-INSTRUCTIONAL	187.50
P15-02914	JAY SILVER JOYLABZ LLC	HARRINGTON	materials & supplies - instructional	296.70
P15-02915	Amazon Com	ED SERVICES	MATL/SUP	435.80
P15-02916	Amazon Com	FREMONT	MAT/SUPP - INSTRUCTION	331.68
P15-02917	ESGI	HARRINGTON	materials & supplies - instructional	175.00
P15-02919	Amazon Com	ELM	Material/Supplies - Instructional	19.79
P15-02920	Amazon Com	MARSHALL	MATL/SUPL-Instructional	225.12
P15-02921	Amazon Com	ROSE	MATERIALS & SUPPLIES - INSTRUCTION	86.38
P15-02922	Amazon Com	ELM	Material/Supplies - Office	34.30
P15-02924	Amazon Com	FREMONT	MAT/SUPP - INSTRUCTIONAL	371.52
P15-02925	Amazon Com	MCKINNA	matl/sup-instructional	106.48
P15-02927	Amazon Com	MCKINNA	matl/sup, comp supplies- instructional	316.32
P15-02929	Dell Direct Sales Lp	HARRINGTON	materials & supplies - admin	79.94
P15-02932	Dell Direct Sales Lp	IT	MATL/SUP	60.46
P15-02933	Southern Calif Kindergarten Conference Inc	MCAULIFFE	CONF-Instructional	349.00
P15-02934	Southwest School & Office Sup	WAREHOUSE	STORES	340.72
P15-02936	CABE	SUPERINTENDEN	CONF	710.00
P15-02937	Thomson West	SUPERINTENDEN	SUP	76.68
P15-02938	MIXTECO/INDIGENA COMMUNITY ORG ANIZING PROJECT	SUPERINTENDEN	CONF	75.00
P15-02939	Sehi Computer Products Inc	SUPERINTENDEN	SUP	592.27

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PO Number	Vendor Name	Loc	Description	Order Amount
P15-02941	Walmart	ASSESS ACCOUN	MATL/SUP	100.00
P15-02942	Walmart	ASSESS ACCOUN	MATL/SUP	100.00
P15-02943	Walmart	ASSESS ACCOUN	MATL/SUP	100.00
P15-02945	Walmart	ASSESS ACCOUN	MATL/SUP	100.00
P15-02946	Families In Schools	HARRINGTON	Travel/Conference - Instructional	150.00
P15-02948	Target	MARINA	MATL/SUP - Instructional	108.73
P15-02949	Lakeshore Learning Materials-V	RAMONA	Mat/Sup - Instruction (TK)	355.28
P15-02952	Apple Computer Inc	CURREN	matl/sup - instructional	320.76
P15-02953	Apple Computer Inc	ENGLISH LEARNE	materials	412.56
P15-02954	Lakeshore Learning Materials-V	RITCHEN	MATL/SUP-INSTRUCTIONAL	495.62
P15-02955	Lakeshore Learning Materials-V	NFL	mtls	301.20
P15-02956	Lakeshore Learning Materials-V	ED SERVICES	mtls	319.42
P15-02957	Lakeshore Learning Materials-V	ED SERVICES	MTLS	112.24
P15-02958	Lakeshore Learning Materials-V	ED SERVICES	MTLS	95.01
P15-02959	Lakeshore Learning Materials-V	ED SERVICES	MTLS	215.99
P15-02960	Raymond Geddes And Co Inc	KAMALA	Materials & Supplies-Instructional	585.62
P15-02961	IXL LEARNING, INC	CURREN	SERV - instructional	237.60
P15-02964	K12EXPERTS, INC. LAPTOPSCHOOLS .COM	IT	Repair	378.00
P15-02965	K12EXPERTS, INC. LAPTOPSCHOOLS .COM	IT	Repair	946.08
P15-02969	Scholastic Inc	BREKKE	MATL/SUP - Instructional	98.67
P15-02970	ALCARAZ CATERING INC	ROSE	MATERIALS & SUPPLIES - ADMINISTRATION	177.00
P15-02971	Buyextras.Com	SORIA	MATL/SUP (Instructional)	377.01
P15-02972	EZ FUND.COM, LLC	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	324.00
P15-02973	Amazon Com	SORIA	MATL/SUP (Instructional)	649.08
P15-02975	ESGI	BREKKE	SERV - Instructional	477.00
P15-02976	SCHOOL SAFETY SOLUTION, LLC	ROSE	MATERIALS & SUPPLIES - INSTRUCTION	377.73
P15-02977	Smart And Final Iris Co	BREKKE	MATL/SUP - Instructional	500.00
P15-02978	Oriental Trading Co Inc	BREKKE	MATL/SUP - instructional	116.82
P15-02979	Southwest Airlines	IT	Conference and Travel	254.20
P15-02980	Grainger Inc	WAREHOUSE	Repairs	493.58
P15-02981	Henry Schein	WAREHOUSE	Stores Supplies	141.21
P15-02987	Amazon Com	HAYDOCK	MATLS/SUPPL-INSTRUCTIONAL	116.32
P15-02988	Amazon Com	HAYDOCK	MATLS/SUPPLIES-INSTRUCTIONAL	895.54
P15-02989	Hilton Pasadena	MCAULIFFE	CONF-Instructional	158.80
P15-02991	Variety Lighting Supply	FRANK	MATL/SUP INSTRUCTIONAL	241.06
P15-02992	Walmart	ASSESS ACCOUN	MATL/SUP	100.00
P15-02993	Walmart	ASSESS ACCOUN	MATL/SUP	100.00
P15-02995	Lakeshore Learning Materials-V	CURREN	matl/sup - instructional	519.29
P15-02996	Lakeshore Learning Materials-V	PUPIL SERVICES	MATL/SUP	94.38
P15-02997	Lakeshore Learning Materials-V	PUPIL SERVICES	MATL/SUP	75.00
P15-02998	Walmart	PUPIL SERVICES	MATL/SUP	75.00
P15-02999	Lakeshore Learning Materials-V	PUPIL SERVICES	MATL/SUP	490.77
P15-03000	Lakeshore Learning Materials-V	MCKINNA	Materials & Supplies/Instructional	200.00
P15-03001	Lakeshore Learning Materials-V	SIERRA LINDA	matl/sup - instructional	496.66

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PO Number	Vendor Name	Loc	Description	Order Amount
P15-03002	Walmart	HARRINGTON	MATERIALS AND SUPPLIES/INSTRUCTIONAL	150.00
P15-03004	Natl Assoc School Nurs	PUPIL SERVICES	DUES- Health Services- Jennifer C.	210.00
P15-03005	Santa Barbara Zoological Fou	DRIFFILL	Service-instruction	583.20
P15-03006	Super Duper Inc	PUPIL SERVICES	MATL/SUP	140.18
P15-03007	Super Duper Inc	PUPIL SERVICES	MATL/SUP	32.43
P15-03008	Academic Communication Assoc	PUPIL SERVICES	MATL/SUP	70.80
P15-03009	WPS	PUPIL SERVICES	MATL/SUP	322.14
P15-03010	Pearson	PUPIL SERVICES	MATL/SUP	369.36
P15-03011	Target	CURREN	matl/sup - instructional	150.00
P15-03012	BRIAN A ANDERSON DISCOUNT OWL PELLETS	DRIFFILL	SUPP/MATL-instructional	254.61
P15-03013	Pearson Education	PUPIL SERVICES	MATL/SUP	584.77
P15-03015	MHS Inc	PUPIL SERVICES	MATL/SUP	290.00
P15-03016	Super Duper Inc	PUPIL SERVICES	MATL/SUP	184.36
P15-03017	Exceptional Teaching Inc	PUPIL SERVICES	MATL/SUP	88.33
P15-03019	Amazon Com	LEMONWOOD	Materials and Supplies Instructional	276.26
P15-03020	Amazon Com	BREKKE	MATL/SUP - Instructional	92.42
P15-03022	Marie Callender's	ENGLISH LEARNE	materials	500.00
P15-03024	Scholastic Inc	HAYDOCK	PROF/SERV-INSTRUCTIONAL	307.56
P15-03026	Staples Direct	KAMALA	Materials & Supplies - Office	169.98
P15-03027	Handwriting Without Tears	MCAULIFFE	MAT'L/SUPL-Instructional	456.07
P15-03028	Gold Coast Transit	ASSESS ACCOUN	MATL/SUP	200.00
P15-03030	Office Depot Bus Ser Div	KAMALA	Materials & Supplies-Office	206.00
P15-03031	Staples Direct	ROSE	NON-CAPITALIZED EQUIPMENT - INSTRUCTION	647.99
P15-03032	Achievement Products Inc	BREKKE	MATL/SUP - Instructional	40.19
P15-03033	Office Depot Bus Ser Div	ROSE	MATERIALS & SUPPLIES - INSTRUCTIONAL	155.52
P15-03034	Constructive Playthings	ED SERVICES	MTLS	559.18
P15-03035	Toppers Pizza Place	KAMALA	Materials & Supplies-Instruction	500.00
P15-03036	Praxair Distribution Inc	TRANSPORTATIO	SUPPLIES	500.00
P15-03037	Nasco Modesto	ED SERVICES	Supplies/Materials	400.52
P15-03038	Rotary Club Of Oxnard	SUPERINTENDEN	DUES/MEM	374.00
P15-03039	Howard Klein Snap-on Tools	TRANSPORTATIO	SUPPLIES	126.36
P15-03040	Amazon Com	ROSE	MATERIALS & SUPPLIES - INSTRUCTION	76.68
P15-03041	School Specialty Inc	FRANK	MATL/SUP Instructional	306.31
P15-03042	Home Depot Inc	HARRINGTON	MATERIALS & SUPPLIES/INSTRUCTIONAL	260.00
P15-03044	Thomson West	HR	Supplies/Materials	63.73
P15-03045	Rat Sound Systems, Inc	HARRINGTON	materials & supplies - instructional	306.67
P15-03046	Best Buy	IT	SUP/MATL	151.15
P15-03047	Pitsco Inc	FREMONT	MATL/SUP (MSAP-CARYN ZIMMERMAN)	115.64
P15-03048	Lowe's	HAYDOCK	MATLS/ SUPPL-INSTRUCTIONAL	500.00
P15-03049	AUTO CITY GLASS	TRANSPORTATIO	SUPPLIES	99.80
P15-03050	Lakeshore Learning Materials-V	MARSHALL	MATL/SUPP-Instructional	292.58
P15-03051	Costco Wholesale	MARSHALL	MATL/SUPP-Instructional	432.00
P15-03052	DoubleTree by Hilton	HR	CONF	159.82
P15-03053	Read Naturally, Inc	KAMALA	Materials & Supplies-Instructional	623.00

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Includes Purchase Orders dated 01/21/2015 - 03/04/2015 ***

PO Number	Vendor Name	Loc	Description	Order Amount	
P15-03055	Pete Vargas Vargas Signs	SUPERINTENDEN	MATL/SUP	350.00	
P15-03056	Oriental Trading Co Inc	MARSHALL	MATL/SUPP-Instructional	683.03	
P15-03058	Sams Club 6455	RAMONA	Mat/Sup - Instruction (Martinez)	50.00	
P15-03059	Manchester Grand Hyatt	KAMALA	Conference/Travel-Insruction	992.88	
P15-03060	Manchester Grand Hyatt	KAMALA	Travel & Conference-Instruction	992.88	
P15-03061	Scholastic Inc	KAMALA	Materials & Supplies-Instructional	487.62	
P15-03063	Shaw Hr Consulting	HR	Service/Consultant	540.00	
P15-03064	Lakeshore Learning Materials-V	MCKINNA	Materials & Supplies/Instructional	200.00	
P15-03065	Lamination Plus	SAN MIGUEL	Materials & Supplies-Instructional	91.58	
P15-03066	Lakeshore Learning Materials-V	SAN MIGUEL	Materials & Supplies-Instructional	46.42	
P15-03067	The Elenacy Consultation Group	PUPIL SERVICES	CONF	225.00	
P15-03069	UPS - FREIGHT	RAMONA	Mat/Sup - Instruction	54.00	
P15-03070	Lakeshore Learning Materials-V	MCKINNA	Materials & Supplies/Instructional	200.00	
P15-03071	Scholastic Inc	DRIFFILL	MATL/SUPP-instructional	61.24	
P15-03073	Sunburst Digital, Inc	HARRINGTON	COMPUTER SOFTWARE/INSTRUCTIONAL	999.95	
P15-03074	Walmart	ASSESS ACCOUN	MATL/SUP	200.00	
P15-03075	Super Duper Inc	PUPIL SERVICES	MATL/SUP	137.62	
P15-03077	Lakeshore Learning Materials-V	MARSHALL	MATL/SUPP-Instructional	547.26	
P15-03078	Central Institute For The Deaf	MARSHALL	MATL/SUPP-Instructional	195.48	
P15-03079	Web Resources LLC SchoolOutlet .com	MCKINNA	Materials & Supplies/Instructional	320.06	
P15-03080	Gopher Sport	KAMALA	Materials & Supplies-Instructional	70.15	
P15-03082	ADVANCED CLASSROOM TECHNOLOGIE S, INC	HARRINGTON	materials & supplies - instructional	66.75	
P15-03083	Jordanos Inc	CNS	supplies - Chavez	553.63	
P15-03084	JW Pepper And Son Inc	HAYDOCK	MATLS/ SUPPL-INSTRUCTIONAL	708.44	
P15-03085	Barnes And Noble	FREMONT	MATL/SUP (MSAP/CARYN ZIMMERMAN)	297.66	
P15-03086	Headsets.Com Inc	PERSONNEL	mat/sup	5.35	
P15-03087	Thomson Reuters - West Payment Center	PERSONNEL	mat/sup	63.72	
P15-03089	Uline	SAN MIGUEL	Materials & Supplies-Instructional	63.51	
P15-03090	Staples Direct	SAN MIGUEL	Materials & Supplies-Office	112.90	
P15-03091	Office Depot Bus Ser Div	ED SERVICES	MATL/SUP	43.46	
P15-03092	Walmart	MARSHALL	MATL/SUPP-Instructional	35.23	
P15-03093	Nasco Modesto	FREMONT	MATL/SUP (MSAP-CARYN ZIMMERMANN)	58.27	
P15-03094	Perma Bound Books	FREMONT	MATL/SUP (MSAP-CARYN ZIMMERMANN)	462.90	
Total Number of POs			428	Total	133,872.35

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	407	126,114.62
120	CHILD DEVELOPMENT FUND	6	1,603.04
130	CAFETERIA FUND	14	5,873.89
213	BOND FUND MEASURE R 2012	1	280.80
Total Fiscal Year 2015			133,872.35

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ESCAPE ONLINE

Includes Purchase Orders dated 01/21/2015 - 03/04/2015 ***

Total	<u><u>133,872.35</u></u>
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Includes Purchase Orders dated 01/21/2015 - 03/04/2015 ***

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
CNP15-00114	9,188.94	130-4300	CAFETERIA FUND/MATERIALS AND SUPPLIES	.68-
P15-00021	700.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	200.00
P15-00173	9,200.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	800.00
P15-00201	2,130.00	010-5632	GENERAL FUND/REPAIRS	970.00
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	70.00-
		130-5800	CAFETERIA FUND/PROFESSIONAL/CONSULTING SERV	70.00-
			Total PO P15-00201	830.00
P15-00311	1,580.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P15-00349	1,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P15-00409	2,100.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	600.00
P15-00522	7,693.38	213-6250	BOND FUND MEASURE R 2012/OTHER COSTS/PLANNIN	.00
P15-00530	12,120.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P15-00531	26,550.00	010-5900	GENERAL FUND/COMMUNICATIONS	250.00
P15-00653	1,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	330.00
P15-00728	3,650.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P15-00777	2,900.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	500.00
P15-00779	1,150.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	266.01
P15-01242	1,360.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	468.38
P15-01684	350.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	100.00
P15-02013	73.43	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	9.23-
P15-02445	19,200.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	4,600.00-
P15-02481	10,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	5,500.00-
P15-02488	2,180.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	459.60-
		010-5300	GENERAL FUND/DUES AND MEMBERSHIPS	70.40-
			Total PO P15-02488	530.00-
P15-02537	4,759.66	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	4.54
P15-02841	3,686.90	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	219.13
			Total PO Changes	4,071.85-

Information is further limited to: (Maximum Amount = 999.99)

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Includes Purchase Orders dated 01/21/2015 - 03/04/2015 ***

PO Number	Vendor Name	Loc	Description	Order Amount
CNP15-00092	Gold Star Foods	CNS	stores	20,728.29
CNP15-00094	Jordanos Inc	CNS	stores	6,356.38
CNP15-00095	Sysco Food Services Of Ventura	CNS	stores	1,809.71
CNP15-00097	P And R Paper Supply Co	CNS	stores	5,157.44
CNP15-00098	Jordanos Inc	CNS	stores	4,386.05
CNP15-00099	P And R Paper Supply Co	CNS	stores	5,207.11
CNP15-00100	Gold Star Foods	CNS	stores	26,583.38
CNP15-00102	Gold Star Foods	CNS	stores	19,062.66
CNP15-00103	Jordanos Inc	CNS	stores	4,385.08
CNP15-00104	P And R Paper Supply Co	CNS	stores	5,492.22
CNP15-00106	Jordanos Inc	CNS	stores	5,282.37
CNP15-00107	P And R Paper Supply Co	CNS	stores	9,378.83
CNP15-00108	Gold Star Foods	CNS	stores	35,387.16
CNP15-00109	School Nurse Supply Co	CNS	stores	1,490.40
CNP15-00110	Jordanos Inc	CNS	Stores	3,644.39
CNP15-00111	Gold Star Foods	CNS	stores	20,802.14
CNP15-00113	Gold Star Foods	CNS	stores	26,713.32
CNP15-00114	Jordanos Inc	CNS	stores	9,188.94
CNP15-00115	Sysco Food Services Of Ventura	CNS	stores	5,049.96
CNP15-00116	P And R Paper Supply Co	CNS	stores	5,211.94
CNP15-00117	Gold Star Foods	CNS	stores	24,516.42
CNP15-00118	Jordanos Inc	CNS	stores	5,049.20
P15-00914	!#1Tutoria Maestros Tabletas	ASES	SVC	20,707.13
P15-01399	Lowe's	WAREHOUSE	Supplies	1,080.00
P15-02410	Buyextras.Com	IT	MATL/SUP	6,835.80
P15-02415	Endless Choices	HAYDOCK	SERV- Instruction	1,282.50
P15-02455	BSN Sports	WAREHOUSE	Stores Supplies	1,205.30
P15-02456	Cannon Sports Inc	WAREHOUSE	Stores Supplies	1,829.95
P15-02457	Apple Computer Inc	HARRINGTON	professional/consulting services - instructional	1,535.00
P15-02461	Amazon Com	MARSHALL	BKS-Instructional	2,715.38
P15-02463	Renaissance Learning Inc	FREMONT	SERVICES- INSTRUCTION	11,369.72
P15-02470	KITTRIDGE HOTELS & RESORTS,LLC HARD ROCK HOTEL PALM SPRINGS	RITCHEN	CONF-INSTRUCTIONAL	1,525.38
P15-02471	Amazon Com	MARSHALL	BKS-Instructional	1,137.15
P15-02472	Amazon Com	HAYDOCK	MATLS/SUPPL-OFFICE	1,442.69
P15-02480	Sams Club 6455	ROSE	MATERIALS & SUP - Instruction	1,000.00
P15-02481	Vallarta	ENGLISH LEARNE	material	10,000.00
P15-02482	Bookpal, LLC	CHAVEZ	MATL/SUPP-INSTRUCTIONAL (AL LIBRARY)	1,511.23
P15-02483	Capstone Press, Inc	RAMONA	SERVICE - Instruction	1,630.00
P15-02485	ESTRELLITA	ENGLISH LEARNE	materials	1,208.38
P15-02488	CABE	SORIA	CONF (Instructional/Admin/ORC)	2,180.00
P15-02489	Community Educational Entertai	HAYDOCK	PROF/SVS-INSTRUCTIONAL	2,250.00
P15-02497	Office Depot Bus Ser Div	HR	EQUIP	1,263.59
P15-02498	Cal Lutheran University	SORIA	CONF (Instructional)	2,100.00
P15-02502	HYATT REGENCY SUITES- PALM SPR INGS	RITCHEN	CONF-INSTRUCTIONAL	1,418.08
P15-02505	Reliable Floor Covering Co	FACILITIES	Rent/Lease/Repair	3,000.00

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Includes Purchase Orders dated 01/21/2015 - 03/04/2015 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P15-02506	Renaissance Learning Inc	ROSE	PROFESSIONAL/CONSULTING - INSTRUCTIONAL	3,872.50
P15-02507	TRANSFINDER CORPORATION	TRANSPORTATIO	TRAINING	6,000.00
P15-02513	Swrcb/Sw Fees	TRANSPORTATIO	FEEES	1,632.00
P15-02517	Ventura Co Star	IT	SERV	1,000.00
P15-02519	Dell Direct Sales Lp	HR	EQUIP	2,113.14
P15-02520	BUCK INSTITUTE FOR EDUCATION	ED SERVICES	SVC/MSAP	12,000.00
P15-02521	Aspiranet	ASES	SVC/ASES GRANT	3,500.00
P15-02522	Perma Bound Books	FRANK	BKS - Instructional	2,946.15
P15-02523	NATUREBRIDGE	ENGLISH LEARNE	Fieldtrip	1,200.00
P15-02527	WAYTECH, LLC SILICON MOUNTAIN MEMORY	IT	computer supplies & software	26,894.00
P15-02532	EJ Harrison & Sons Inc	PURCHASING	UTIL	166,200.91
P15-02533	Cate Registrar	FREMONT	TRAVEL /CONFERENCES - INSTRUCTION	1,365.00
P15-02535	CUE, INC	HAYDOCK	TRAVEL/CONF-INSTRUCTIONAL	2,100.00
P15-02537	CASA REAL ESTATE, LP VICEROY P ALM SPRINGS	SIERRA LINDA	CONF/TRAVEL- Instruction	4,759.66
P15-02540	CUE, INC	CHAVEZ	CONF-INSTRUCTIONAL	1,500.00
P15-02541	Coast To Coast Computer Prod	BREKKE	MATL/SUP - Instructional	2,000.00
P15-02543	FOLLETT SCHOOL SOLUTIONS, INC	ERC	Textbooks	9,545.51
P15-02545	CUMMING CONSTRUCTION MGMT INC	FACILITIES	SVC/BLDG/PROP 39 SERVICES	201,133.00
P15-02547	Apple Computer Inc	SORIA	SERV (Instructional)	2,500.00
P15-02548	Apple Computer Inc	MARSHALL	Serv-Prof/Cons Serv-Instructional-LCFF	2,000.00
P15-02550	Apple Computer Inc	SIERRA LINDA	computer supplies / software - instructional	1,710.72
P15-02552	Apple Computer Inc	ELM	Material/Supplies - Instructional	3,100.68
P15-02556	Staples Direct	SIERRA LINDA	matl/sup - instructional	4,632.76
P15-02558	Ballard and Tighe Publishers	ENGLISH LEARNE	Materials	7,711.20
P15-02562	LEARNING A-Z	ROSE	PROFESSIONAL/CONSULTING - INSTRUCTION	2,463.55
P15-02564	K12EXPERTS, INC. LAPTOPSCHOOLS .COM	IT	REPAIR	3,564.00
P15-02565	Ventura Co Sch Self-Funding	BUDGET	Insurance/Deductible	10,000.00
P15-02566	Xpedx Paper Co	GRAPHICS	Materials and Supplies	1,590.68
P15-02578	Dell Direct Sales Lp	ELM	EQUIP - Instructional	21,633.43
P15-02583	Amazon Com	MARSHALL	BKS-Instructional-(CORE Lit 4th gr)	1,214.64
P15-02584	Amazon Com	MARSHALL	BKS-Instructional-(CORE Lit-2nd gr)	1,094.35
P15-02589	Cengage Learning, Inc	ERC	Materials and supplies, workbooks	5,271.75
P15-02590	Cengage Learning, Inc	ERC	Materials and supplies	5,276.91
P15-02591	MCGRAW HILL EDUCATION	ERC	Materials and supplies	3,477.60
P15-02596	MJP Technologies, Inc	IT	SERV	5,000.00
P15-02597	MJP Technologies, Inc	IT	EQUIP	19,047.80
P15-02598	MJP Technologies, Inc	IT	EQUIP	3,216.75
P15-02599	MJP Technologies, Inc	IT	EQUIP	3,090.25
P15-02600	MJP Technologies, Inc	IT	EQUIP	3,090.25
P15-02602	Ventura Co Maritime Museum Inc Channel Isllds Maritime Museu	ASES	serv	4,000.00

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Includes Purchase Orders dated 01/21/2015 - 03/04/2015 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P15-02603	Perma Bound Books	RAMONA	BKS - Instruction	1,077.36
P15-02605	Flocabulary LLC	KAMALA	SERV-Instructional	1,200.00
P15-02606	Renaissance Learning Inc	SIERRA LINDA	services - instructional	1,019.00
P15-02610	Brainpop Com Llc	SIERRA LINDA	services - instructional	2,640.00
P15-02613	T-ALLIANCE ONE PALM SPRINGS DE SERT PRINCESS PALM SPRINGS	ED SERVICES	Conference	1,280.10
P15-02615	Amazon Com	ELM	material/supplies - Instructional	2,675.03
P15-02616	Read Naturally, Inc	SIERRA LINDA	services - instructional	2,307.00
P15-02620	CDW G	ED SERVICES	Computer Supp / Software	3,483.20
P15-02621	California Science Center	HAYDOCK	PROF/SVS- ADMISSION (INSTRUCTIONAL)	1,339.50
P15-02633	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	1,754.65
P15-02634	Unisource Worldwide, Inc	WAREHOUSE	Stores Supplies	7,581.76
P15-02636	Empire Cleaning Supply	WAREHOUSE	Stores Supplies	4,471.20
P15-02637	Extreme Clean	WAREHOUSE	Stores Supplies	4,725.00
P15-02640	Superior Sanitary Supplies	WAREHOUSE	Stores Supplies	1,388.02
P15-02642	Dell Direct Sales Lp	CURREN	matl/sup - instructional	1,883.91
P15-02651	DoubleTree by Hilton	SORIA	CONF (Admin/ORC/Instructional)	2,682.08
P15-02652	DOUBLETREE BY HITLON SAN JOSE	FREMONT	TRAVEL /CONFERENCES - INSTRUCTION	1,448.23
P15-02655	JW MARRIOTT RESORT & SPA	CHAVEZ	CONF-INSTRUCTIONAL/ADMIN	4,887.70
P15-02657	ETS Star Technical Assistanc A ttn: Data Coor	ASSESS ACCOUN	SERV	2,136.00
P15-02660	MARRIOTT INTERNATIONAL, INC IR VINE MARRIOTT	ENGLISH LEARNE	Travel and conference	1,063.65
P15-02661	HKCC HOSPITALITY LLC HOLIDAY INN CATHEDRAL CITY	HARRINGTON	travel & conference - Instruction Media Tech	1,034.97
P15-02667	COUNTY OF RIVERSIDE DEPT OF MENTAL HEALTH	PUPIL SERVICES	CONF	2,100.00
P15-02669	MJP Technologies, Inc	IT	SERV/Software	21,566.00
P15-02671	Ventura Co Office Of Education	BUDGET	TUITION	1,373,168.00
P15-02672	Ventura Co Office Of Education	BUDGET	TUITION	340,000.00
P15-02675	Apple Computer Inc	ROSE	COMPUTER SUP- Instruction	2,886.24
P15-02680	K12EXPERTS, INC. LAPTOPSCHOOLS .COM	IT	REPAIR	1,416.96
P15-02682	Pyro Comm Systems Inc	FACILITIES	MATL/SUP	2,160.00
P15-02683	Tech-Wall Of Ventura Inc	FACILITIES	SERV	1,296.00
P15-02684	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	3,551.03
P15-02686	NHR NEWCO HOLDINGS LLC CURVATU RE LLC	IT	Equip	3,300.00
P15-02688	Calif Dept Of Educ	ENGLISH LEARNE	Materials	1,144.80
P15-02693	Sehi Computer Products Inc	HAYDOCK	MATL/SUPPL & EQUIPMENT-INSTRUCTIONAL	1,870.96
P15-02708	Museum Of Tolerance Attn: Fiel d Trip Office	SORIA	SERV (Instructional)	1,365.00
P15-02711	Scholastic Inc	SORIA	MATL/SUP (Instructional)	1,165.12
P15-02713	Pitsco Inc	ED SERVICES	MATL/SUP	1,450.40
P15-02718	Shaw Hr Consulting	HR	SERV - consultant	1,178.52
P15-02723	eSchool Solutions	HR	SERV/OTHER SERVICES	8,995.00
P15-02724	TRI COUNTY OFFICE FURNITURE	HR	Instr Matl	2,731.39

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Includes Purchase Orders dated 01/21/2015 - 03/04/2015 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P15-02727	Document Tracking Services Llc	ED SERVICES	T1/SVC	26,619.00
P15-02728	Romero, Jose	ENGLISH LEARNE	Materials	5,220.00
P15-02729	MIRACLE SPRINGS RESORT & SPA	HAYDOCK	TRAVEL/CONF-INSTRUCTIONAL	5,060.17
P15-02731	CAHPERD 1	FRANK	Conf - Instructional	1,680.00
P15-02732	ESTRELLITA	ENGLISH LEARNE	LCFF/SERV	2,600.00
P15-02733	MARRIOTT HOTEL SERVICE, INC LO S ANGELES AIRPORT MARRIOTT	FRANK	CONF - INSTRUCTIONAL	1,193.16
P15-02735	WPS	PUPIL SERVICES	EQUIP- ADOS-2 DVD Training for Psychs/Speech	1,178.82
P15-02741	Hensons Music Center	ED SERVICES	MATL/SUP	28,773.01
P15-02743	EORM	BUSINESS	SERV	8,000.00
P15-02744	FOLLETT SCHOOL SOLUTIONS, INC	ERC	Services	1,061.00
P15-02746	California Lutheran University	ENGLISH LEARNE	LCFF/SERV	5,000.00
P15-02747	COLLABORATION FOR SUCCESS	PUPIL SERVICES	SERV	1,000.00
P15-02752	Amazon Com	ED SERVICES	MATL/SUP	1,403.22
P15-02755	Amazon Com	ED SERVICES	MATL/SUP	4,918.75
P15-02756	CDW G	CURREN	equip - instructional	4,634.84
P15-02757	CDW G	SUPERINTENDEN	EQUIP	1,881.13
P15-02763	ACTION WHOLESALE PRODUCTS INC	CNS	supplies	1,318.26
P15-02765	Palm Springs Marquis Villas	CURREN	CONF - instructional	4,739.25
P15-02768	Nasco Modesto	ED SERVICES	MATL/SUP	1,184.33
P15-02771	Wolf & Associates, Inc Airwolf 3D	ED SERVICES	EQUIP, MATL/SUP	10,048.40
P15-02774	MIRACLE SPRINGS RESORT & SPA	ED SERVICES	CONF	4,518.92
P15-02778	Nasco Modesto	ED SERVICES	MATL/SUP	3,673.43
P15-02779	Ac Supply Co	ED SERVICES	MATL/SUP	1,467.18
P15-02780	Blick Art Materials	ED SERVICES	MATL/SUP	2,159.41
P15-02785	Shaw Hr Consulting	HR	SERV/CONSULTANT	1,500.00
P15-02786	Hotseat Chassis Inc	ED SERVICES	EQUIP	4,359.43
P15-02788	Cal Lutheran University	CHAVEZ	CONF-INSTRUCTIONAL	2,100.00
P15-02789	Gopher Sport	ROSE	MATERIALS & SUP - INSTRUCTIONAL	1,064.21
P15-02790	Sports Facilities Group, Inc	FACILITIES	SVCS	2,160.00
P15-02796	Gopher Sport	ED SERVICES	MATL/SUP	11,304.30
P15-02797	Wested	ED SERVICES	SERV	108,000.00
P15-02798	Dell Direct Sales Lp	CURREN	matl/sup - instructional	3,383.17
P15-02801	Brainpop Com Llc	LEMONWOOD	Professional Consulting INSTRUCTIONAL	2,640.00
P15-02804	Staples Direct	MCKINNA	Materials & Supplies/Instructional	1,451.23
P15-02808	Office Depot Bus Ser Div	ED SERVICES	MATL/SUP	1,330.45
P15-02813	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	3,148.78
P15-02814	Lakeshore Learning Materials-V	MARSHALL	Mat/Sup-Instructional	1,000.00
P15-02819	CUE, INC	ED SERVICES	CONF	2,430.00
P15-02821	VERTEX FINANCIAL LTD eSCHOOL S OLUTIONS INC	HR	SERVICES	10,038.86
P15-02823	Extreme Clean	WAREHOUSE	Stores Supplies	2,904.92
P15-02824	Pioneer Chemical Co	WAREHOUSE	Stores Supplies	1,546.78

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Includes Purchase Orders dated 01/21/2015 - 03/04/2015 ***

PO Number	Vendor Name	Loc	Description	Order Amount
P15-02825	Unisource Worldwide, Inc	WAREHOUSE	Stores Supplies	1,111.32
P15-02826	TRANSFINDER CORPORATION	TRANSPORTATIO	Services	7,050.00
P15-02831	Tech-Wall Of Ventura Inc	HR	SERV	2,165.00
P15-02832	Concepts School & Office Furn	CURREN	MATL/SUP (TEACHER CHAIRS)	5,665.14
P15-02838	Perma Bound Books	ELM	BKS - Instructionl	10,319.38
P15-02841	Treehouse, Inc	ELM	Material/Supplies - Instructional	3,686.90
P15-02848	Jordanos Inc	CNS	4300 - MAT/SUP- 4400/ EQUIPMENT	2,465.81
P15-02850	JW MARRIOTT RESORT & SPA	CHAVEZ	CONF-INSTRUCTIONAL	1,552.10
P15-02856	World's Finest Chocolate, Inc	MARSHALL	MATL/SUPP-Instructional	3,030.00
P15-02857	Petroleum Telcom Inc DBA Telec om	MARSHALL	MATL/SUPL-Instructional	1,210.80
P15-02861	Liberty Paper	WAREHOUSE	Stores Supplies	21,546.00
P15-02862	SWINERTON BUILDERS	FACILITIES	BOND/BLDG/ELM LEASE-LEASEBACK PRECON SVCS	85,000.00
P15-02863	BTC Labs- Vertical V	FACILITIES	BOND/BLDG/FRE-MCK	1,700.00
P15-02866	CABE	ENGLISH LEARNE	travel and conference	3,025.00
P15-02868	CUE, INC	LEMONWOOD	Travel/Conference	1,620.00
P15-02872	It's Elementary	LEMONWOOD	MAT/SUPP	2,101.00
P15-02873	Roadrunner Shuttle And	HAYDOCK	SERV-INSTRUCTIONAL	2,900.00
P15-02875	Treetop Publishing	SIERRA LINDA	matl/sup - instructional	2,934.63
P15-02881	Pearson	PUPIL SERVICES	MATL/SUP	1,664.49
P15-02889	Residence Inn San Diego	ENGLISH LEARNE	travel and conference	3,452.76
P15-02890	Assistance League School	PUPIL SERVICES	SVC (MM110311)	5,880.00
P15-02891	Assistance League School	PUPIL SERVICES	SVC (MM110311)	5,880.00
P15-02892	SANDY POINT INK LLC	ED SERVICES	SERV	2,325.00
P15-02894	Kamran And Co Inc	CNS	equipment	17,847.45
P15-02895	Ventura Co Office Of Education	PUPIL SERVICES	SERV (MP121108)	7,168.82
P15-02896	Ventura Co Office Of Education	PUPIL SERVICES	SERV (AD091102)	25,792.13
P15-02897	Casa Pacifica	PUPIL SERVICES	SERV (JE112705)	22,204.00
P15-02898	Casa Pacifica	PUPIL SERVICES	SERV (CN010103)	20,748.00
P15-02899	Gopher Sport	SORIA	MATL/SUP (Instructional)	2,439.22
P15-02901	TETRA TECH INC	FACILITIES	BOND/BLDG/ELM-CEQA COMPLIANCE SVCS	2,000.00
P15-02903	Earth Networks, Inc Weatherbug	ED SERVICES	EQUIP	44,220.00
P15-02904	Renaissance Learning Inc	HAYDOCK	SERV-INSTRUCTIONAL	5,128.00
P15-02906	Office Depot Bus Ser Div	ED SERVICES	MATL/SUP-(MSAP/FREMONT)	3,506.20
P15-02907	Unisource Worldwide, Inc	WAREHOUSE	Stores Supplies	11,490.66
P15-02908	Hillyard Inc	WAREHOUSE	Stores Supplies	5,515.56
P15-02909	Superior Sanitary Supplies	WAREHOUSE	Stores Supplies	1,078.27
P15-02910	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	7,711.63
P15-02911	LSA ASSOCIATES INC	FACILITIES	BOND/BLDG/NEW MIDDLE SCHOOL ACADEMY-CEQA CON SVCS	33,749.00
P15-02912	MNS ENGINEERS INC.	FACILITIES	BOND/BLDG/NEW MIDDLE SCHOOL ACADEMY-SURVEY SVCS	4,850.00
P15-02913	Jordanos Inc	CNS	4300 MAT/SUP	1,960.91
P15-02918	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	2,179.17
P15-02923	Amazon Com	RITCHEN	MATL/SUP-INSTRUCTIONAL	1,241.13
P15-02926	Amazon Com	MCKINNA	matl/sup-instructional	1,133.84
P15-02928	Dell Direct Sales Lp	PERSONNEL	computer equipment	1,992.23
P15-02930	Dell Direct Sales Lp	SIERRA LINDA	matl/sup - instructional	1,924.38

*** See the last page for criteria limiting the report detail.

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 01/21/2015 - 03/04/2015 ***

PO Number	Vendor Name	Loc	Description	Order Amount	
P15-02931	Dell Direct Sales Lp	SIERRA LINDA	equipment - instructional	5,267.76	
P15-02935	CUE, INC	CURREN	CONF - instructional	2,700.00	
P15-02940	Steve's Transmissions	FACILITIES	SERV	3,580.20	
P15-02944	RIVIERA RESORT & SPA	LEMONWOOD	Travel/Conference-Instruction	12,135.78	
P15-02947	Discount School Supply	RAMONA	Mat/Sup - Instruction (Martinez)	1,033.52	
P15-02950	Ventura Co Office Of Education	RAMONA	Mat/Sup - Instruction	1,114.56	
P15-02951	Apple Computer Inc	CURREN	matl/sup - instructional	2,052.00	
P15-02962	Ertel Cabinets & Millwork	CURREN	SERV - instructional	2,241.00	
P15-02963	K12EXPERTS, INC. LAPTOPSCHOOLS .COM	IT	Repair	1,220.40	
P15-02966	Audiolink, Llc	CURREN	matl/sup - instructional	7,645.97	
P15-02967	Global Knowledge Training LLC	IT	Conference/Travel	2,995.00	
P15-02968	Gopher Sport	CURREN	matl/sup - instructional	1,070.02	
P15-02974	Costco Wholesale	SORIA	MATL/SUP (Instructional)	1,000.00	
P15-02982	Office Depot Bus Ser Div	WAREHOUSE	Stores Supplies	1,427.22	
P15-02983	Unisource Worldwide, Inc	WAREHOUSE	Stores Supplies	11,393.46	
P15-02984	Amazon Com	ED SERVICES	MATL/SUP-MSAP(DOUG DUBOIS)	20,000.00	
P15-02985	Amazon Com	ED SERVICES	MATL/SUP-MSAP(CARYN ZIMMERMAN)	20,000.00	
P15-02986	Amazon Com	ED SERVICES	MATL/SUP-MSAP(SARAH RASKIN)	20,000.00	
P15-02990	Southwest School & Office Sup	WAREHOUSE	Stores Supplies	4,753.40	
P15-02994	CUE, INC	SIERRA LINDA	CONF - instructional Cue Conference	2,700.00	
P15-03003	General Binding Corp.	WAREHOUSE	Stores Supplies	2,224.80	
P15-03014	N2Y	PUPIL SERVICES	SERV	11,503.48	
P15-03018	Ventura Co Office Of Education	PUPIL SERVICES	SERV	50,000.00	
P15-03021	Learning Plus Associates	RITCHEN	MATL/SUP-INSTRUCTIONAL	7,811.68	
P15-03023	LEARNING A-Z	LEMONWOOD	Professional Consulting Serv. INSTRUCTIONAL	2,378.60	
P15-03025	Coast To Coast Computer Prod	HAYDOCK	MATL/SUPPL-INSTRUCTIONAL	1,643.76	
P15-03029	Royal Buying Group Royal Perfo rmance Group	ASSESS ACCOUN	MATL/SUP	2,500.00	
P15-03043	Key Data Systems	ENGLISH LEARNE	materials	1,000.00	
P15-03054	Brainpop Com Llc	KAMALA	Materials & Supplies-Instructional	2,640.00	
P15-03057	Demco Inc	RAMONA	Mat/Sup - Instruction (Meza)	1,192.37	
P15-03062	Aztec Technology Corp	ED SERVICES	EQUIP	3,218.40	
P15-03068	Ventura Co Office Of Education	PUPIL SERVICES	SERV	16,000.00	
P15-03072	FESTIVALS OF MUSIC, INC AKA MU SIC IN THE PARKS	HAYDOCK	SERV-INSTRUCTIONAL	3,659.00	
P15-03076	Matt Oppenheimer Tutorific!	PUPIL SERVICES	SERV	1,035.00	
P15-03081	Shaw Hr Consulting	HR	consulting services provided	3,162.27	
P15-03088	Apperson Education Products	PERSONNEL	Equip	1,795.00	
Total Number of POs			246	Total	<u>3,648,938.63</u>

Fund Recap

Fund	Description	PO Count	Amount
010	GENERAL FUND	215	3,247,163.81
130	CAFETERIA FUND	26	274,475.82
213	BOND FUND MEASURE R 2012	5	127,299.00
Total Fiscal Year 2015			3,648,938.63

*** See the last page for criteria limiting the report detail.

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 01/21/2015 - 03/04/2015 ***

Total 3,648,938.63

*** See the last page for criteria limiting the report detail.

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 01/21/2015 - 03/04/2015 ***

PO Changes

	<u>New PO Amount</u>	<u>Fund/ Object</u>	<u>Description</u>	<u>Change Amount</u>
P14-00662	505,345.90	213-6210	BOND FUND MEASURE R 2012/ARCHITECT/ENGINEERII	73,398.30
P14-03193	127,230.00	213-6290	BOND FUND MEASURE R 2012/INSPECTION	56,680.00
P15-00137	12,400.00	010-4323	GENERAL FUND/HVAC SUPPLIES	2,401.99
P15-00146	7,500.00	010-5632	GENERAL FUND/REPAIRS	4,000.80
P15-00149	5,240.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,797.01
P15-00165	30,000.00	010-4325	GENERAL FUND/PLUMBING SUPPLIES	5,000.00
P15-00168	31,800.00	010-4329	GENERAL FUND/MISCELLANEOUS SUPPLIES	5,000.00
P15-00178	18,400.00	010-4329	GENERAL FUND/MISCELLANEOUS SUPPLIES	3,000.00
P15-00210	5,760.00	010-4329	GENERAL FUND/MISCELLANEOUS SUPPLIES	1,000.00
P15-00310	5,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	2,000.00
P15-00316	2,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P15-00364	18,000.00	010-4310	GENERAL FUND/FUEL	3,500.00
P15-00366	6,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P15-00374	4,500.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,929.43
P15-00408	6,240.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,500.00
P15-00477	941,000.00	130-4700	CAFETERIA FUND/FOOD	144,000.00
P15-00498	4,080.00	010-4351	GENERAL FUND/MISC GARDENING SUPPLIES	3,000.00
P15-00552	6,700.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	4,000.00
P15-00648	5,160.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P15-00650	6,515.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.60
P15-00651	23,000.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	3,592.00
P15-00721	12,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,500.00
P15-00825	3,200.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P15-01029	66,787.00	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	10,000.00
P15-01241	2,000.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	1,000.00
P15-01385	4,620.00	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	3,000.00
P15-01422	9,240.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	6,000.00
P15-01436	4,620.00	010-4300	GENERAL FUND/MATERIALS AND SUPPLIES	3,000.00
P15-01503	37,000.00	010-5100	GENERAL FUND/PROFESSIONAL/CONSULTING	12,000.00
		010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	7,000.00
			Total PO P15-01503	19,000.00
P15-01677	7,950.00	010-5200	GENERAL FUND/TRAVEL AND CONFERENCE	9,550.00
P15-01830	3,080.00	010-5600	GENERAL FUND/RENTALS, LEASES AND REPAIRS	2,000.00
P15-02211	7,372.50	010-5800	GENERAL FUND/PROFESSIONAL/CONSULTING SERV	3,952.50
			Total PO Changes	380,802.63

Information is further limited to: (Minimum Amount = 1,000.00)

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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BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: March 18, 2015

STUDY SESSION	_____
CLOSED SESSION	_____
SECTION B: HEARINGS	_____
SECTION C: CONSENT	<u> X </u>
SECTION D: ACTION	_____
SECTION E: REPORTS/DISCUSSION	_____
SECTION F: BOARD POLICIES	_____

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT WITH CSEA (Cline)

The District has negotiated with the California School Employees Association (CSEA) a 3% salary schedule increase for the 2014-15 fiscal year, and a 5% salary schedule increase for the 2015-16 fiscal year.

Government Code, Section 3547.5 mandates: *“Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Instruction.”*

In keeping with this requirement, the cost projections for the agreement with CSEA are presented herewith for the Board’s consideration.

FISCAL IMPACT

\$948,636.00 for the 2014-15 fiscal year and \$1,440,145.00 for the 2015-16 fiscal year, to be paid out of the General Fund.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees accept the “Disclosure of Collective Bargaining Agreement” form for CSEA as presented.

ADDITIONAL MATERIAL

Attached: Disclosure of Collective Bargaining Agreement with CSEA (4 pages)

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200, AB 2756 and G.C. 3547.5

School District: Oxnard School District

Name of Bargaining Unit: California School Employees Association (CSEA)

The proposed agreement covers the period:
 Beginning: 7/1/2014 Employee Type: Certificated:
 Ending: 6/30/2016 Classified: X

The proposed agreement will be acted upon by the Governing Board
 at its meeting on: March 18, 2015

A. Proposed Change in Compensation:

Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
		Current Year 2014-15	Year 2 2015-16	Year 3 2016-17
1. Salary Schedule - Increase/(Decrease)	\$ 22,129,475	\$ 734,983 3.32%	\$ 1,107,321 5.00%	\$ 1,107,321 5.00%
2. Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.	•••••	\$ %	\$ %	\$ %
3. Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)	•••••	\$ 11,625 0.05%	\$ 11,625 0.05%	\$ 11,625 0.05%
4. Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 4,945,323	\$ 202,028 4.09%	\$ 321,199 6.50%	\$ 321,199 6.50%
5. Health/Welfare Benefits - Increase/(Decrease)	\$ 4,458,553	\$ 0 0.00%	\$ 0 0.00%	\$ 0 0.00%
6. Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 31,533,351	\$ 948,636 3.01%	\$ 1,440,145 4.57%	\$ 1,440,145 4.57%
7. Total Number (FTE) of Represented Employees	# 543	# 543	# 543	# 543
8. Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 58,080	\$ 1,747 3.01%	\$ 2,653 4.57%	\$ 2,653 4.57%
9a. Certificated Teacher's Salary (Excluding Benefits)				
-Minimum Daily Rate	\$ 238	\$ %	\$ %	\$ %
-Maximum Daily Rate	\$ 475	\$ %	\$ %	\$ %
-Substitute Daily Rate	\$ 118	\$ %	\$ %	\$ %
9b. - Annual Health/Welfare Benefit amount per FTE	\$	\$ %	\$ %	\$ %
<input type="checkbox"/> Actual <input checked="" type="checkbox"/> Capped				

Please include comments and explanations as necessary: _____

Other compensation is cost of uniform shirts for Custodial Staff

Disclosure of Collective Bargaining Agreement

School District: Oxnard School District

B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development, teacher prep time, etc.):

District will provide 5 uniform shirts to each Custodian per year.

C. What are the specific impacts on instructional and support programs to accommodate the settlement? (Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.):

none

D. What contingency language is included in the proposed agreement? (reopeners, etc.):

None

E. Will this agreement create, increase, or decrease deficit financing in the current or future years?

Np

F. Source of Funding for the Proposed Agreement:

1. Current Year:

On-going general fund

2. How will the ongoing cost of the proposed agreement be funded in future years?

On-going general fund

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations):

Based on LCFF calculator proposed funding levels

Disclosure of Collective Bargaining Agreement
 School District: Oxnard School District

G. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 157,081,488
b. State Standard Minimum Reserve Percentage for this District	3%
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$64,000 for a district with less than 1,001 ADA)	\$ 4,712,445

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted <u>Unrestricted</u> Reserve for Economic Uncertainties	\$ 9,009,000
b. General Fund Budgeted <u>Unrestricted</u> Unappropriated Amount	\$ 4,116,420
c. Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$
d. Special Reserve Fund (17) Budgeted Unappropriated Amount	\$
e. Total District Budgeted <u>Unrestricted</u> Reserves	\$ 13,125,420

3. Do Unrestricted reserves meet the state standard minimum reserve amount?

Yes

No

H. Certification

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions in the agreement in accordance with the requirements of AB 1200 and G.C. 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.



 District Superintendent
 (Signature)

2-25-15

 Date



 District Chief Business Official
 (Signature)

2-25-15

 Date

Disclosure of Collective Bargaining Agreement
 School District: Oxnard School District

	(Col. 1) Latest Board Approved Budget Before Settlement (As of 12-10-14)	(Col. 2) Adjustment as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3)
REVENUES				
LCFF Revenues (8010-8099)	125,566,777			125,566,777
Remaining Revenues (8100-8799)	31,911,767			31,911,767
TOTAL REVENUES	157,478,544	0	0	157,478,544
EXPENDITURES				
1000 Certificated Salaries	69,366,806	0		69,366,806
2000 Classified Salaries	22,783,045	734,983		23,518,028
3000 Employees' Benefits	32,115,656	202,028		32,317,684
4000 Books and Supplies	9,399,467	11,625		9,411,092
5000 Services and Operating Expenses	18,659,355	0		18,659,355
6000 Capital Outlay	443,300	0		443,300
7100-7499 Other	2,409,974	0		2,409,974
TOTAL EXPENDITURES	155,177,603	948,636	0	156,126,239
OPERATING SURPLUS (DEFICIT)	2,300,941	(948,636)	0	1,352,305
OTHER SOURCES AND TRANSFERS IN				
OTHER USES AND TRANSFERS OUT	955,249			955,249
*CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	1,345,692	(948,636)	0	397,056
BEGINNING BALANCE	13,088,879			13,088,879
CURRENT YEAR ENDING BALANCE	14,434,571	(948,636)	0	13,485,935
COMPONENTS OF ENDING BALANCE				
Non-spendable (9711-9719)	190,000			190,000
Restricted (9740)	170,515			170,515
Committed (9750 / 9760)	0			0
Assigned (9780)	0			0
Reserve for Economic Uncertainties (9789)	9,009,000			9,009,000
Unappropriated Amounts (9790)	5,065,056	(948,636)	0	4,116,420

* If the total amount of the Adjustment in Column 2 does not agree with the amount of the Total Compensation Increase in Section A, Line 6, page 1 (increase was partially budgeted, there were revenue revisions as reflected in Column 3, etc.), explain the variance below.

Please include comments and explanations as necessary:

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: March 18, 2015

STUDY SESSION	_____
CLOSED SESSION	_____
SECTION B: HEARINGS	_____
SECTION C: CONSENT	<u> X </u>
SECTION D: ACTION	_____
SECTION E: REPORTS/DISCUSSION	_____
SECTION F: BOARD POLICIES	_____

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT WITH MANAGEMENT & CONFIDENTIAL (Cline)

The District has negotiated with the California School Employees Association (CSEA) a 3% salary schedule increase for the 2014-15 fiscal year, and a 5% salary schedule increase for the 2015-16 fiscal year. In accordance with the District’s practice of treating each employee group similarly, the following compensation increase to Unrepresented, Confidential and Management employee groups is presented for the Board’s consideration.

Government Code, Section 3547.5 mandates: *“Before a public school employer enters into a written agreement with an exclusive representative covering matters within the scope of representation, the major provisions of the agreement, including, but not limited to, the costs that would be incurred by the public school employer under the agreement for the current and subsequent fiscal years, shall be disclosed at a public meeting of the public school employer in a format established for this purpose by the Superintendent of Instruction.”*

In keeping with this requirement, the cost projections for the agreement with Management & Confidential employees are presented herewith for the Board’s consideration.

FISCAL IMPACT

\$268,296.00 for the 2014-15 fiscal year and \$715,884.00 for the 2015-16 fiscal year, to be paid out of the General Fund.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, that the Board of Trustees accept the “Disclosure of Collective Bargaining Agreement” form for Management & Confidential employees as presented.

ADDITIONAL MATERIAL

Attached: Disclosure of Collective Bargaining Agreement with Management & Confidential Unrepresented (4 pages)

DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT

In Accordance with AB 1200, AB 2756 and G.C. 3547.5

School District: Oxnard School District

Name of Bargaining Unit: Management & Confidential (non-represented)

The proposed agreement covers the period:
 Beginning: 7/1/2014
 Ending: 6/30/2016

Employee Type:
 Certificated: X
 Classified: X

The proposed agreement will be acted upon by the Governing Board
 at its meeting on: March 18, 2015

A. Proposed Change in Compensation:

	Compensation	Cost Prior To Proposed Agreement	Fiscal Impact of Proposed Agreement		
			Current Year 2014-15	Year 2 2015-16	Year 3 2016-17
1.	Salary Schedule - Increase/(Decrease)	\$ 7,686,117	\$ 230,583 3.00%	\$ 615,197 8.00%	\$ 615,197 8.00%
2.	Step and Column - Increase/(Decrease) due to movement plus any changes due to settlement.		\$ %	\$ %	\$ %
3.	Other Compensation - Increase/(Decrease) (Stipends, Bonuses, Etc)		\$ %	\$ %	\$ %
4.	Statutory Benefits - Increase/(Decrease) in STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 4,355,281	\$ 37,713 0.87%	\$ 100,687 2.31%	\$ 100,687 2.31%
5.	Health/Welfare Benefits - Increase/(Decrease)	\$ 834,297	\$ 0 0.00%	\$ 0 0.00%	\$ 0 0.00%
6.	Total Compensation - Increase/(Decrease) (Total Lines 1-5)	\$ 12,875,695	\$ 268,296 2.08%	\$ 715,884 5.56%	\$ 715,884 5.56%
7.	Total Number (FTE) of Represented Employees	# 67	# 67	# 67	# 67
8.	Total Compensation Cost for Average Employee Increase/(Decrease) (Line 6/Line 7)	\$ 192,175	\$ 4,004 2.08%	\$ 10,685 5.56%	\$ 10,685 5.56%
9a.	Certificated Teacher's Salary (Excluding Benefits)				
	-Minimum Daily Rate	\$ 238	\$ %	\$ %	\$ %
	-Maximum Daily Rate	\$ 475	\$ %	\$ %	\$ %
	-Substitute Daily Rate	\$ 118	\$ %	\$ %	\$ %
9b.	- Annual Health/Welfare Benefit amount per FTE <input type="checkbox"/> Actual <input checked="" type="checkbox"/> Capped	\$	\$ %	\$ %	\$ %

Please include comments and explanations as necessary: _____

Disclosure of Collective Bargaining Agreement

School District: Oxnard School District

B. Proposed Negotiated Changes in Non-Compensation Items (class size adjustments, staff development, teacher prep time, etc.):

none

C. What are the specific impacts on instructional and support programs to accommodate the settlement? (Include the impact of non-negotiated changes such as staff reductions and program reductions/eliminations.):

none

D. What contingency language is included in the proposed agreement? (reopeners, etc.):

none

E. Will this agreement create, increase, or decrease deficit financing in the current or future years?

no

F. Source of Funding for the Proposed Agreement:

1. Current Year:

on-going general fund revenues.

2. How will the ongoing cost of the proposed agreement be funded in future years?

on-going general fund revenues

3. If multi-year agreement, what is the source of funding, including assumptions used, to fund these obligations in future years? (Remember to include compounding effects in meeting obligations):

for the 2015-16 agreement, the LCFF calculator nad MYP were used for all assumptions of revenues and costs associated.

Disclosure of Collective Bargaining Agreement
 School District: Oxnard School District

G. Impact of Proposed Agreement on Current Year Unrestricted Reserves

1. State Reserve Standard

a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 156,401,148
b. State Standard Minimum Reserve Percentage for this District	3%
c. State Standard Minimum Reserve Amount for this District (Line 1 times Line 2 or \$64,000 for a district with less than 1,001 ADA)	\$ 4,692,034

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted <u>Unrestricted</u> Reserve for Economic Uncertainties	\$ 9,009,000
b. General Fund Budgeted <u>Unrestricted</u> Unappropriated Amount	\$ 4,796,760
c. Special Reserve Fund (17) Budgeted Reserve for Economic Uncertainties	\$
d. Special Reserve Fund (17) Budgeted Unappropriated Amount	\$
e. Total District Budgeted <u>Unrestricted</u> Reserves	\$ 13,805,760

3. Do Unrestricted reserves meet the state standard minimum reserve amount?

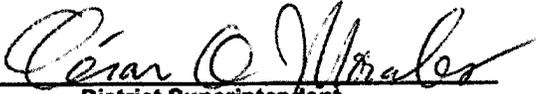
Yes

No

H. Certification

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions in the agreement in accordance with the requirements of AB 1200 and G.C. 3547.5.

We hereby certify that the costs incurred by the school district under this agreement can be met by the district during the term of the agreement.



 District Superintendent
 (Signature)

 2-25-15
 Date



 District Chief Business Official
 (Signature)

 2-25-15
 Date

Disclosure of Collective Bargaining Agreement

School District: Oxnard School District

	(Col. 1) Latest Board Approved Budget Before Settlement (As of_12-10-14)	(Col. 2) Adjustment as a Result of Settlement	(Col. 3) Other Revisions	(Col. 4) Total Impact on Budget (Col. 1+2+3)
REVENUES				
LCFF Revenues (8010-8099)	125,566,777			125,566,777
Remaining Revenues (8100-8799)	31,911,767			31,911,767
TOTAL REVENUES	157,478,544	0	0	157,478,544
EXPENDITURES				
1000 Certificated Salaries	69,366,806	166,020		69,532,826
2000 Classified Salaries	22,783,045	64,563		22,847,608
3000 Employees' Benefits	32,115,656	37,713		32,153,369
4000 Books and Supplies	9,399,467			9,399,467
5000 Services and Operating Expenses	18,659,355			18,659,355
6000 Capital Outlay	443,300			443,300
7100-7499 Other	2,409,974			2,409,974
TOTAL EXPENDITURES	155,177,603	268,296	0	155,445,899
OPERATING SURPLUS (DEFICIT)	2,300,941	(268,296)	0	2,032,645
OTHER SOURCES AND TRANSFERS IN				
OTHER USES AND TRANSFERS OUT	955,249			955,249
*CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	1,345,692	(268,296)	0	1,077,396
BEGINNING BALANCE	13,088,879			13,088,879
CURRENT YEAR ENDING BALANCE	14,434,571	(268,296)	0	14,166,275
COMPONENTS OF ENDING BALANCE				
Non-spendable (9711-9719)	190,000			190,000
Restricted (9740)	170,515			170,515
Committed (9750 / 9760)	0			0
Assigned (9780)	0			0
Reserve for Economic Uncertainties (9789)	9,009,000			9,009,000
Unappropriated Amounts (9790)	5,065,056	(268,296)	0	4,796,760

* If the total amount of the Adjustment in Column 2 does not agree with the amount of the Total Compensation Increase in Section A, Line 6, page 1 (increase was partially budgeted, there were revenue revisions as reflected in Column 3, etc.), explain the variance below.

Please include comments and explanations as necessary:

Board Agenda Item

NAME OF CONTRIBUTOR: Jonathan Koch **DATE OF MEETING:** March 18, 2015

STUDY SESSION _____
CLOSED SESSION _____
SECTION A: PRELIMINARY _____
SECTION B: HEARINGS _____
SECTION C: CONSENT _____ **X** _____
SECTION D: ACTION _____
SECTION E: REPORTS/DISCUSSION _____
SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

TITLE: Establish/Abolish/Increase/Reduce Hours of Position

DESCRIPTION OF AGENDA ITEM:

Establish

a five hour and forty five minute, 192 day Site Technology Technician, position number 6815, to be established at Soria School. This position will be established to provide additional technology support for students and staff.

Increase

a five and a half hour, 183 day Paraeducator II, position number 1626, to be increased to five hours and forty five minutes in the Pupil Services department. This position will be increased to provide additional support.

FISCAL IMPACT:

Cost for Site Technology Tech - \$25,248 LCFF
Cost for Paraeducator II - \$1,013 Special Ed

RECOMMENDATION:

Approve the establishment and increase, of positions, as presented

ADDITIONAL MATERIAL(S): None

Board Agenda Item

NAME OF CONTRIBUTOR: Jesus Vaca/Jonathan Koch **DATE OF MEETING:** March 18, 2015

STUDY SESSION _____
CLOSED SESSION _____
SECTION A: PRELIMINARY _____
SECTION B: HEARINGS _____
SECTION C: CONSENT _____ **X** _____
SECTION D: ACTION _____
SECTION E: REPORTS/DISCUSSION _____
SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

TITLE: Personnel Actions (Vaca/Koch)

DESCRIPTION OF AGENDA ITEM:

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 salary regulations of the district. Personnel actions include: New Hires, transfers, pay changes, layoffs, recall from layoffs, resignations, retirements, and leave of absence.

RECOMMENDATION:

Approve the Personnel Actions, as presented.

ADDITIONAL MATERIAL(S):

Classified Personnel Actions
Certificated Personnel Actions

CERTIFICATED PERSONNEL

Listed below are recommended certificated personnel actions presented for consideration by the Board of Trustees. The salaries for the individuals employed will be determined in accordance with salary regulations of the District.

NEW HIRES

Jacqueline DeArcos	Substitute Teacher	2014/2015 School Year
Elizabeth Mahurin	Substitute Teacher	2014/2015 School Year
Kalley Medina	Substitute Teacher	2014/2015 School Year
Ruben Napoles	Substitute Teacher	2014/2015 School Year

Intervention Services Provider (less than 20 hours per week not to exceed 75% or 135 days a year

Ignacio Mendoza	Lemonwood	February 23, 2015
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RESIGNATION

Pamela Berkel	Teacher, Mathematics, Kamala	June 19, 2015
Nadia Gutierrez	School Counselor, Elm	June 19, 2015

SELF DEMOTION

Maybellyne Frazer	Assistant Principal, San Miguel to Classroom	June 30, 2015
Dan Kubilos	Chief Information Officer to Classroom	June 30, 2015

RETIREMENT

Mary K. Phipps	Director of Pupil Services	June 30, 2015
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CLASSIFIED PERSONNEL ACTIONS

March 18, 2015

New Hire

Magana, Everardo	Intermediate School Secretary (B), Position #6708 Kamala 8.0 hrs./192 days	03/16/2015
Snyder, Jonathan	Site Technology Technician, Position #6738 Curren 5.0 hrs./192 days	03/02/2015

Limited Term

Chino, Elizabeth	Paraeducator	03/02/2015
Guzman Becerra, Maria G	Paraeducator	02/27/2015
Herrera, Patrick	Custodian	02/11/2015
Lober, Asher	Paraeducator	02/25/2015
Lopez, Estevan	Custodian	02/11/2015
Pulido, Raul	Clerical	02/09/2015
Roque, Ernest	Paraeducator	02/25/2015
Silva, Franceen	Child Nutrition	02/24/2015

Exempt

Cruz, Jose Elias	Campus Assistant	02/27/2015
Rivera, Elise	Campus Assistant	02/19/2015
Vargas, Eduardo	Campus Assistant	01/12/2015

Promotion

Sanchez, Analuisa	Intermediate School Secretary (B), Position #6709 Driffill 8.0 hrs./192 days Office Assistant II (B), Position #5424 Driffill 4.0 hrs./203 days	02/04/2015
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Transfer

Alvarado, Jorge	Site Technology Technician, Position #6802 Haydock 8.0 hrs./192 days Site Technology Technician, Position #2947 Haydock 5.0 hrs./192 days	03/02/2015
Cortez, Claudia	Intermediate School Secretary (B), Position #933 Frank 8.0 hrs./192 days Attendance Accounting Technician, Position #2212 Fremont 8.0 hrs./210 days	03/09/2015
Medina, Maria	Paraeducator II (B), Position #6580 Pupil Services 5.75 hrs./183 days Instructional Assistant SDC, Position #2194 McKinna 5.75 hrs./183 days	03/16/2015
Ramirez, Eusebia	Paraeducator II (B), Position #6799 Pupil Services 5.75 hrs./183 days Instructional Assistant RSP, Position #1270 Ramona 5.0 hrs./183 days	03/02/2015
Benavides, Leticia	Preschool Assistant (B), Position #1234 San Miguel 3.0 hrs./183 days	03/02/2015-3/16/2015

Leave of AbsenceResignation

Carreon, Henry	Custodian, Position #6449 Lemonwood 4.0 hrs./246 days	03/07/2015
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BOARD AGENDA ITEM

Name of Contributor(s): Dr. Nancy J. Carroll

Date of Meeting: 3/18/15

- Study Session _____
- Closed Session _____
- A. Preliminary _____
- B. Hearing _____
- C. Consent Agenda _____
- D. Action Items X
- E. Reports/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

TITLE: Comprehensive Safe School Plans 20 Sites (Carroll/Phipps)

DESCRIPTION:

All 20 school sites have a Comprehensive Safe School Plan that is aligned to the requirements as stated in California Education Code Section 32280. The plans contain appropriate strategies and programs that maintain a high level of school safety, discrimination and harassment policies, and procedures to ensure the creation of a safe and orderly environment conducive to learning.

All Comprehensive Safe School Plans were written in consultation with representatives from law enforcement, school staff, and parents.

FISCAL IMPACT:

Each school site has developed a Single Plan for Student Achievement Goal 4 that addresses the financial impact of ensuring that schools have a safe and orderly environment conducive to learning.

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent Educational Services and the Director of Pupil Services that the Board approve the Comprehensive Safe School Plans for all 20 elementary and middle schools.

ADDITIONAL MATERIAL(S):

Attached: PowerPoint
 School Plans on a CD

The electronic version of the Single Plan for Student Achievement of each school will be available for viewing on March 13, 2015 after 5:00 p.m. on the board agenda list for the mentioned meeting. Hard copies of the documents will also be available for viewing at the District Office, Educational Services Division.



COMPREHENSIVE SAFE SCHOOL PLANS

**Oxnard School District
Board Meeting
March 18, 2015**

State Board of Education



- 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 1, Section 28(c),)
- California Education Code Section 32280 requires that all schools have a comprehensive Safe School 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.



Comprehensive Safe School Plans



- All school sites completed their Comprehensive Safe School Plans in consultation with school staff, parents, law enforcement, and with approval from School Site Council Members.
- District office support was provided to Principals to work on updating plans at two working meetings to on December 13th and January 8th .

Comprehensive Safe School Plans



Components of a Safe School Plan

- (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

Comprehensive Safe School Plan



Components of a Safe School Plan School cont.

- (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 Plan



Each plan includes:

❖ Safe School Vision



❖ Procedures to Ensure a Safe and Orderly Environment Conducive to Learning including the schools Positive Behavior Support plan.

Comprehensive Safe School Plans



- Each School Site determined the **Highest Priority** of safety concerns and or need for their site.
- These concerns vary among school sites.
- Examples:
 - Positive structure in the classrooms
 - Conflict resolution skills
 - Personal and social responsibility
 - Anti-bullying/hazing
 - Improve dropping off/picking up of students



Comprehensive Safe School Plans



- Safety Goals:
 - ✓ Each school site developed safety goals with their staff and indicated the date to complete the goals and the persons responsible.
 - ✓ Examples of some of the safety goals:
 - Hold monthly disaster and emergency lockdown drills.
 - Train staff and teachers on their responsibility and stations during a disaster.
 - Reduce the amount of office referrals for violent/bullying behavior.



Comprehensive Safe School Plans



Each Plan contains Appendices which include :

- Disaster Response Procedures: Emergency Telephone Numbers
- Incident Command System(ICS)
- Types of Emergencies and Specific Procedures: Fire, Earthquake



Comprehensive Safe School Plans



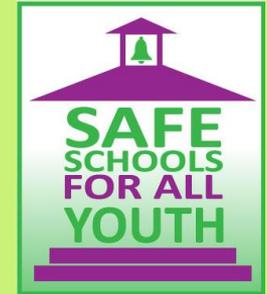
Dangerous Intruder on Campus

- Each school has procedures in the event of a dangerous intruder on or near campus.
- Each site in coordination with the Oxnard Police Dept. conduct 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 Safe School Plans

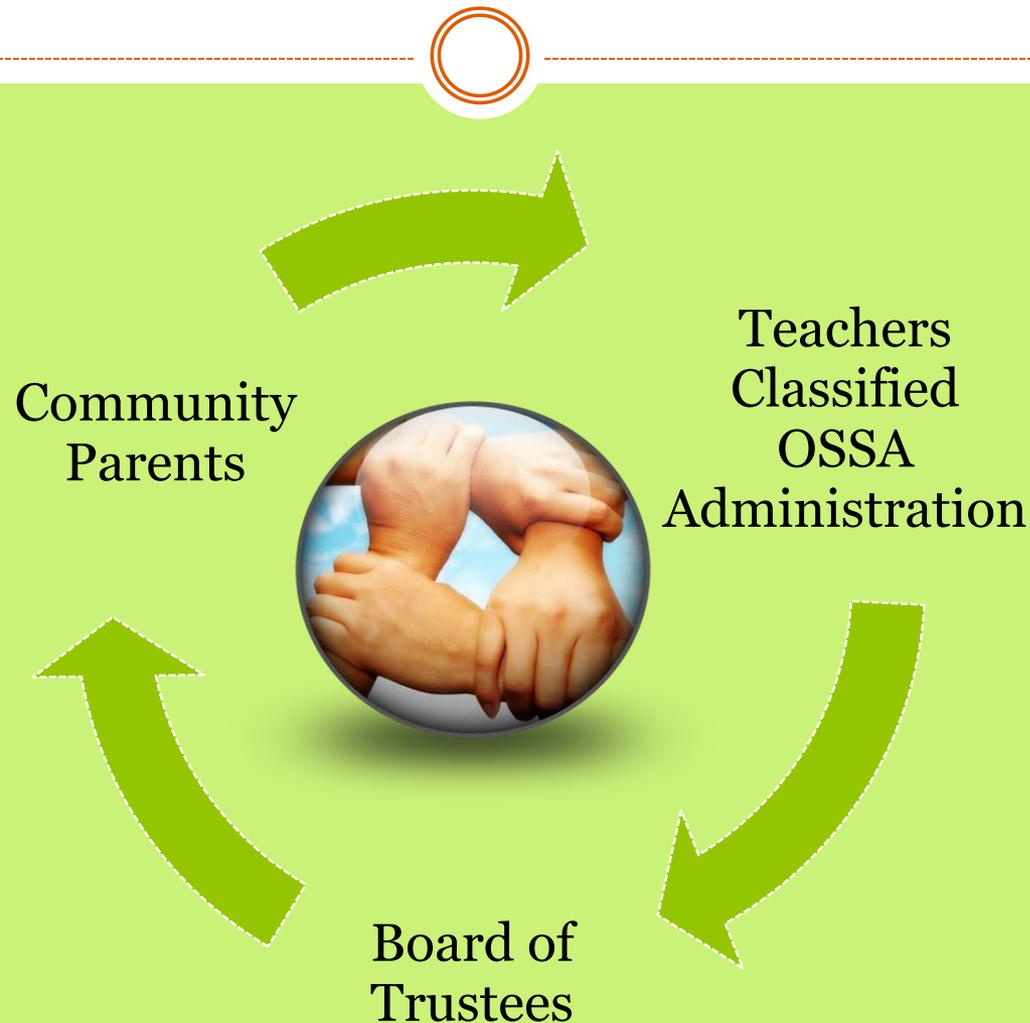


Summary:



All of Oxnard School Districts Comprehensive Safe School Plans focus on effective prevention/ intervention programs and strategies that support creating a safe and drug-free learning environment. Further, the plans address school safety and violence prevention.

Teamwork to Ensure Safe Schools



Comprehensive Safe School Plans



Recommendation

Approval of Comprehensive Safe School Plans.



Comprehensive School Safety Plan SB 187 Compliance Document

2014-2015 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: February 10, 2015

Approved by:

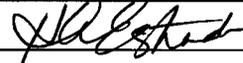
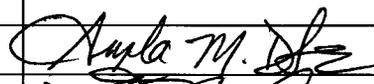
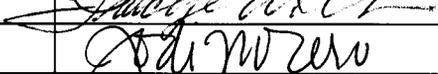
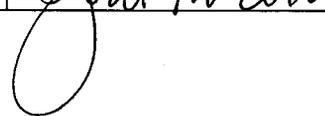
Name	Title	Signature	Date
Hannah Estrada	Oxnard Police Officer		3/9/15
Cathy Richardson	Instructional Coach		
Angela Duarte	Office Manager		
Serena Chun	Teacher		3/6/15
Jennifer de la Torre	Teacher		3/10/15
Tracye Williams	Teacher		3/9/15
Jodi Nocero	Principal		3/6/15

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Senate Bill 187: Comprehensive School Safety Plan Purpose

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 AB 115. 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 of the Comprehensive School Safety Plan is available for review at Norman R. Brekke Elementary School's office.

Safety Plan Vision

The mission of Brekke School, in conjunction with the Oxnard School District, is to guarantee that all students will be academically competitive, successful lifelong learners and productive ethical citizens, by providing a safe, nurturing, success-oriented learning environment which implements a curriculum that aligns standards, instruction and assessment while fostering self-esteem and mutual respect.

Components of the Comprehensive School Safety Plan (EC 32281)

Norman R. Brekke Elementary School Safety Committee

Jodi Nocero, Cathy Richardson, Angela Duarte, Serena Chun, Jamie Evins, and Tracye Williams

Assessment of School Safety

The School Resource Officer from the Oxnard Police Department conducted a security inspection with the principal of the campus and made recommendations which were addressed by school personnel or by the district. A major consideration was to close the campus to all adults before school in the morning. This recommendation was put into effect with the new Closed Campus Policy which was instituted last school year. 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 he district office.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

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 Safety Committee 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.

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. Once the input has been obtained, a system of communication goes into effect to make sure all stakeholders are made aware of the changes.

In order to ensure that students engage in safe behavior, the school instituted the "Dolphin Pride" program which is predicated on the Three B's - Be Safe, Be Responsible, Be Respectful. These are the school rules. Students are expected to follow the rules and teachers reinforce the rules in their classrooms. We encourage positive behavior plans and award students with dolphin dollars when they are "caught" exhibiting one of the Brekke B's. Consequences are given when the expectations are not adhered to and students are reminded of what safe, responsible, and respectful actions are when they engage in behavior that does not follow the Brekke B's.

Security has been increased by making the campus a Closed Campus. 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. 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).

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

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.

OSD CHILD ABUSE REPORTING PROCEDURES ADVISORY

If in doubt, file! (Call Children and Family Services or the Police Department)

Call Children and Family Services immediately to verbally report.

Forward completed Child Abuse Report form within 36 hours.

Do not pass on the responsibility to report. However, you can/should consult with your supervisor.

If you have a reasonable suspicion, you then have a duty to check (reasonable suspicion creates a duty.)

The burden of proof is not with you. Children and Family Services will do the investigation.

School staff is not liable for defamation if done in the course and scope of your employment.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

Disaster Plan (See Appendix C-F)

GENERAL: The 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.

A. Mass panic can be one of the greatest dangers to students. Staff members should remember that in times of stress, students will look for leadership to those who are normally in an authoritative position. REMAIN CALM, size up the situation and take action based on known facts and plans.

B. 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.

C. A well-prepared and tested plan for prompt and positive protection minimizes injuries and loss of life in a major disaster.

D. 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.

E. 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.

F. Emergency Announcements will be provided on the following radio stations.

AM Radio Stations:

Ventura: KVTA 1520

Los Angeles: KNX 1070

Spanish: KTRO 1520

EM Radio Stations:

Ventura: KHAY 100.7

Los Angeles: KBIG 104.3

Oxnard: KCAQ105

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.

(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.
 - k) Disrupted school activities or otherwise willfully defied the valid authority
 - 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.
 - 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

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

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: (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.

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.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Whenever a student is identified as violent or dangerous per E.C. 49079 the teacher will be informed by the principal. The teacher shall keep this information in confidence and must not further disseminate it. However, if the teacher believes that the student is improperly placed (or is an immediate danger) these opinions (and related observations) should be shared with the principal immediately. The Student Study Team, and/or District SARB should be used for referral or added support in such cases. The district office also has a responsibility to insure that all appropriate actions are taken to identify, notify and support necessary interventions with regard to violent or dangerous pupils.

NOTICE OF SCHOOL DISRUPTION

Directive to Leave School Grounds Now

Your behavior constitutes an unlawful disruption at school in violation of Penal Code §§ 71, 601 and 626.8, Education Code §§ 44810 and 44811, and/or Code of Civil Procedure § 527.8.

YOU ARE DIRECTED TO LEAVE SCHOOL PROPERTY IMMEDIATELY!

The school district has procedures for resolving complaints and disputes which you may take advantage of if you wish. Please call (805) 487-3918 for further information. People at the Oxnard District Office will assist in situations such as this

(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 WHO?, Assistant Superintendent (805) 487-3918. 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, Pupil Support Services, 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. (Education Code 35294.1)

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 insure 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 or collegiate team jackets are also not permitted at school.
- Metal accessories and jewelry that present a hazard to the health and safety are prohibited.
- Tank tops may not be worn with a T-shirt underneath.
- Oversized 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. 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 hats or hats that are part of an accessorized outfit.
- 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 se permiten en la escuela las chaquetas de los equipos profesionales o colegiales.
- Están prohibidos los accesorios de metal que presentan un peligro para la salud o la seguridad.
- 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. Las camisas se deberán usar fajadas, mientras permanezcan en la escuela o asistan a excursiones escolares o actividades patrocinadas por el distrito escolar.
- 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 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 los zapatos y sandalias sin correas detrás del talón no son apropiados por razones de seguridad.
- Se permite usar sombreros afuera del salón. Ninguna clase de símbolos relacionados con las pandillas es aceptable en los sombreros. Las gorras serán permitidas siempre y cuando sean las gorras oficiales de la escuela, gorras impermeables, o sombreros que formen parte de algún vestido.
- 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 and the asphalt and play area behind the school is supervised. Supervisors are playground aides, teachers, instructional aides, custodial staff and administrators.

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 and at the 4-way stop at Gallatin Place and Martin Luther King Jr. Dr. 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 due to lack of supervision. No students are to be in classrooms or hallways unattended. At the first bell, 7:55 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.

Upon dismissal at 2:20 PM, the parking lot is closed to parents for pick up. Staff members will supervise students at dismissal in the front of the building and on the back asphalt area. 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.

For 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 pick-up.

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.

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 playground supervisors and teachers have keys to the gates and can unlock them when students are outside for recess and other activities.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

School Climate

Element:

Increase implementation of the Dolphin Pride Schoolwide Positive Behavior Support Plan Plan.

Opportunity for Improvement:

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Analyze and review effectiveness of the schoolwide positive behavior support plan.	Evaluate effectiveness of Dolphin Pride Behavior Support Plan at the end of the year. Make recommendations for changes to the plan	Discipline referrals and number of suspensions	Principal and ORC	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	
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, ORC and teachers	
4) Train teachers and students on 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.		Principal and ORC	

Component:

Emergency Preparedness

Element:

Implement the Emergency Operations Plan at the school level in accordance with the district-wide Emergency Operations Plan.

Opportunity for Improvement:

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	
2) Provide training opportunities for staff on their ICS roles.	Coordinate school wide training with scheduled district disaster trainings.		Principal	
3) Update the ICS roles as staff members change.	Evaluate roles at the end/beginning of each school year and after drills		Principal and safety committee	
4) Keep parents/families informed.	Hold parent information meetings regarding overall school safety. Disseminate information on student release in case of an emergency.		Principal	

Component:

Safe campus

Element:

Lockdown procedures.

Opportunity for Improvement:

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Increase staff and student awareness of lockdown procedures.	Disseminate information to staff regarding recently updated lockdown procedures. Provide schoolwide training drills to practice procedures in different situations	Principal, staff, SRO	Principal	
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	

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Norman R. Brekke 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.

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 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.

Students May Be Disciplined for the Following Reasons:

- (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
- (3) Willfully used force or violence upon the person of another, except in self-defense.
- r) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
- s) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.

- t) 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.
 - u) Committed or attempted to commit robbery or extortion.
 - v) Caused or attempted to cause damage to school property or private property.
 - w) Stole or attempted to steal school property or private property.
 - x) Possessed or used tobacco, or tobacco products.
 - y) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - z) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - aa) Disrupted school activities or otherwise willfully defied the valid authority
 - bb) Knowingly received stolen school property or private property.
 - cc) Possessed an imitation firearm.
 - dd) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - ee) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - ff) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - gg) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - 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.

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 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.

Conduct Code Procedures

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.

(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 so as 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 on the basis of 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

September review plan with staff. Review plan with safety committee at each regularly scheduled meeting. January review plan with Leadership Team, Safety Committee and School Site Council. Update plan by February of each year.

Safety Plan Appendices

Emergency Contact Numbers

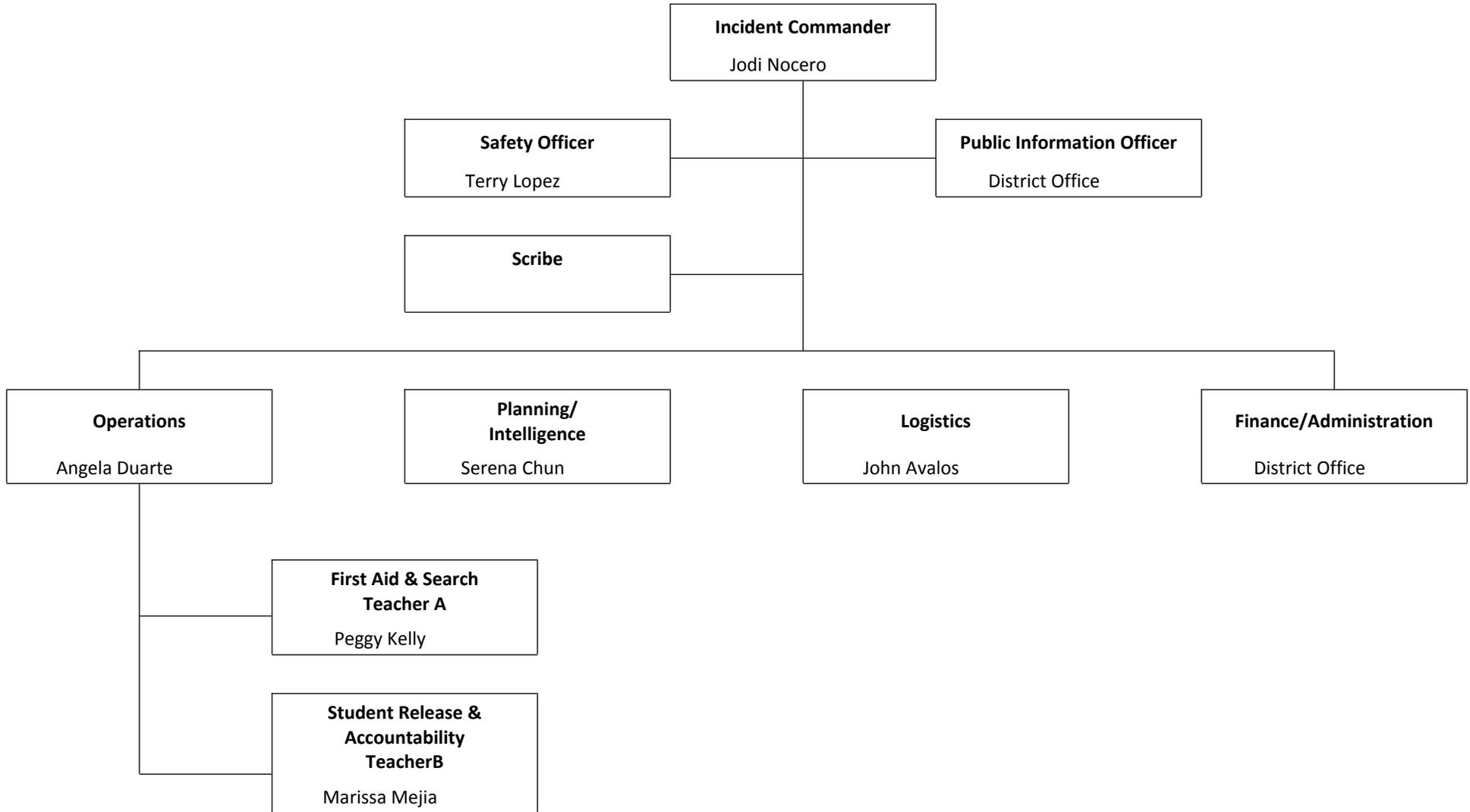
Utilities, Responders and Communication Resources

Type	Vendor	Number	Comments
Law Enforcement/Fire/Paramedic	Ventura County Sheriff's Department	911	
Law Enforcement/Fire/Paramedic	Police Department	911 from a land line; 486-1663 from cell phone	
Law Enforcement/Fire/Paramedic	Fire/Paramedic Emergency	911	
Law Enforcement/Fire/Paramedic	Ventura County Children & Family Services	654-3200	Human Resources Department
Public Utilities	Southern California Edison	1-800-655-4555 - 0	
Public Utilities	Southern California Gas	1(800) 427-2200 - 1	
Public Utilities	Telephone Repair	611	
Local Hospitals	St. Johns Hospital	988-2500	
Local Hospitals	Ventura County Medical Center	652-6000	
Local Hospitals	Community Memorial Hospital	652-5011	

Safety Plan Review, Evaluation and Amendment Procedures

Activity Description (i.e. review steps, meetings conducted, approvals, etc)	Date and Time	Attached Document (description and location)
September review with plan with staff. Review plan with safety committee at each regular scheduled meeting. January review plan with Leadership Team, Safety Committee and School Site Council. Update plan by February of each year.		

Norman R. Brekke Elementary School Incident Command System



Incident Command Team Responsibilities

Standardized Emergency Response Management System Overview

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:

Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency

It is important to note that school administrators are responsible for the health and safety of students and staff during an emergency. Although the following procedures refer to specific actions, school administrators must exercise discretion in implementing standardized procedures and should consider modifications as necessary to ensure the health and safety of all personnel during an emergency. These might include: Earthquake, Hazardous materials, Flooding, Fire, Dam Failure, Transportation Incident (Air, Train, Truck), School Violence, Terrorism, Tsunami, and Public Health Emergency.

Step Two: Identify the Level of Emergency

OSD emergency response and recovery operations will be managed in one of three modes, depending on the magnitude of the emergency/disaster.

Level 1 is a minor incident that is quickly resolved and internal resources or limited help. The District will maintain normal staffing and reporting protocols. At this operational level, the environment is monitored for changes.

Level 2 is a more significant emergency that impacts district buildings and or school sites. For level 2 the Emergency Operations Plan is activated. The EOC will be activated but only those functions that are needed to coordinate and support emergency operations will be activated. The EOC Director will determine the magnitude of the emergency and coordinate its resolution or, if the emergency continues to develop, a Level 3 response will be activated. Other key staff may be alerted, depending on the nature of the emergency.

Level 3 is a disaster that involves the entire District, school sites and the surrounding community. At Level 3, the EOP is activated, and the entire District Emergency management organization is activated.

Step Three: Determine the Immediate Response Action

The staff and students response to any emergency/disaster is based on an understanding of the nature of the emergency/disaster, the potential hazards, the likely response services and knowledge of what individuals and groups should do to increase their chances of survival and recovery.

Immediate action responses may include: Drop cover and hold, Shelter in place, Lock down, Campus Evacuation, Off Campus Evacuation, and/or All Clear.

Step Four: Communicate the Appropriate Response Action

Based on the Emergency, we would activate members of the Emergency Incident Command System.

Pending level of Emergency communication locally is reported to parents by the Connect Ed telephone system. Significant Emergencies are then reported by the District. OSD reports and notifications are to be made to the Ventura County Operational Area via the City of Oxnard and those directives that are currently in place through the SIMS and NIMS plan.

Types of Emergencies & Specific Procedures

Aircraft Crash

1. Call 911 to report the crash. Designate whether private or commercial.
2. Notify the District Office.
3. Establish a Command Post and activate the Incident Command System.
4. Determine if any staff or students are in immediate danger. If necessary, evacuate to a safe area. All others are to remain at their assigned locations.
5. Render first aid as necessary.
6. Take roll and report results to the principal.
7. Assist emergency responders and coordinate activities accordingly.
8. Once civil/military responders have taken charge of the accident area, coordinate the release of students (if necessary) with the District Office.

Animal Disturbance

The children, staff and community members will be moved to a safe area when an animal is present near, or on campus. If possible, the campus custodian may assist in securing the animal from becoming harm or hurt anyone. The animal may be confined to a secured area until it is removed from the campus by animal control

Armed Assault on Campus

1. Call 911
2. Institute Lockdown - Priority 1 procedures
3. Remain on Lockdown until "All Clear" is instituted by police.

Biological or Chemical Release

1. If you are notified of potentially hazardous release or accident, notify the Superintendent immediately.
2. Render first aid as necessary.
3. Establish a Command Post and implement the Incident Command System.
4. The decision to evacuate the site will be made by the Superintendent based on the recommendations of the principal and/or by competent civil authority.
5. If an evacuation order is imminent, move students and staff to a designated evacuation/shelter area. If evacuation is not imminent, students and staff should remain in classrooms or in assigned areas.
6. Until ordered to evacuate, assume that a "shelter-in-place strategy" will be employed and do the following:
 - 1). Direct all students and staff to remain indoors.
 - 2). Direct all heating and ventilation systems to be shut down.
 - 3). Direct that all windows be closed.

Bomb Threat/ Threat Of violence

1. The receiving person should attempt to keep the caller on the line and complete the form entitled "Bomb Threat Report" (see form following).
2. Contact the police and the District Office.
3. Establish a command post.
4. If appropriate, send staff a written message to search own classroom (see sample emergency message following).
5. If deemed necessary, evacuate. Determine if you will evacuate prior to conducting a search.
6. DO NOT use radios or cellular telephones.
7. An organized search of the campus should be conducted under the direction of the principal or law enforcement agencies.
8. Activate the Incident Command System; Hazard Control Unit.
9. In the event that a suspicious object is located, all personnel should be kept clear of the area until law enforcement agencies have evaluated the conditions.

10. Return to your normal routine only when the principal and the law enforcement agencies are confident that any threat has passed.

Bus Disaster

The following procedures are for use by bus drivers and appropriate school administrators in the event of an earthquake, serious bus accident, or other emergency that occurs while students are on a field trip or being transported to or from school.

This section addresses two possible scenarios involving a bus disaster: (1) an earthquake and (2) a serious accident or bus fire. It is important to note that drivers may need to make spontaneous, independent decisions based on the nature of the emergency, age of the children, location of the bus, and other unique circumstances to ensure children's safety.

Procedure

Scenario 1 – Earthquake

1. Upon first indication of an earthquake, the bus driver should issue Drop, Cover, and Hold procedures to all students on the bus.
2. The bus should be moved away from all power lines, bridges, overpasses, possible landslide conditions, overhanging trees, or other dangerous situations.
3. The bus driver should set the emergency brake, turn off the ignition, and wait for the shaking to stop.
4. The bus driver should check students for any injuries and provide first aid, as appropriate.
5. In the event the bus is disabled, the driver and students should stay in place until help arrives.
6. The bus driver should contact the School Administrator and the District Transportation Director to report the location and condition of students on the bus.
7. The School Administrator will determine what additional appropriate notifications should be made and will brief the District Superintendent on the situation.
8. If the bus driver is instructed to resume the bus route, the driver should continue to pick students up. Students should only be dropped off if a responsible adult is at the bus stop.
9. If it is impossible to return to school, the bus driver should contact the School Administrator and remain with the children until further instructions are received.
10. The bus driver is responsible for all students who board the bus throughout the emergency.

Scenario 2 – Serious Accident or Bus Fire

1. The bus driver will park the bus in a safe location with the emergency brake set and the ignition off.
2. In the event of a fire, students and the driver should evacuate the bus immediately and move to a safe location away from the bus and traffic using available barricades (e.g., trees, cars) when available.
3. The bus driver will immediately call 9-1-1 and provide the exact location of the bus and wait for the arrival of emergency response personnel.
4. The bus driver should check students for injuries and provide appropriate first aid.
5. The bus driver should call the School Administrator and the District Transportation Director (refer to the Essential Contacts in the Appendices of this Plan) to report the location and condition of students.
6. The School Administrator will determine what additional appropriate notifications should be made and will and the District Superintendent on the situation.
7. The bus driver is responsible for accounting for all students throughout the emergency.

Disorderly Conduct

1. Consult with the Police Department and the District to coordinate appropriate protection.
2. Establish a Command Post and an Incident Command System. Notify the Superintendent (805) 487-3918.
3. Inform teachers and staff of the emergency situation. If necessary, signal a "Lockdown".
4. Do not release staff or students without authorization.
5. Screen all persons entering campus. A government issued picture ID (IE: drivers license) will be required.
6. All students and staff are to remain in their respective classrooms and work areas.
7. Lock all doors and windows and close all window blinds or curtains.
8. Avoid window areas.
9. When the emergency is over, signal all clear.

Earthquake

A. INSIDE SCHOOL BUILDING:

1. The teacher, or staff member in authority, will implement action, "DUCK – COVER AND HOLD." Stay inside building until the shaking stops.
2. Try to avoid glass and falling objects, areas where there are large panels of glass and/or heavy suspended light fixtures.
3. Do not use telephones.
4. Implement action, "LEAVE BUILDING" (long bell), when instructed to do so, after the earthquake is over and tremors have subsided. Special consideration should be given to exit routes as some exits have heavy roof structures over the doorways. Go to an open area away from trees, power poles, etc.
5. Avoid touching electrical wires and metal objects such as chain link fences.
6. Render first aid if necessary.
7. Take roll and report missing students to principal.
8. The principal/designee is to establish a command post, assess damage, activate search team and activate the incident command system.
9. Activate a buddy system; determine needs of neighboring schools.
10. Principal to request assistance through school district channels.
11. Notify the District Emergency Operations Center of any breaks in utility lines.
12. The superintendent/designee will determine the advisability of closing the school, based on the report of the principal.

B. IF OUTSIDE:

1. Move away from buildings, playground equipment, utility poles, signs, trees, metal fences, exposed wires and wet areas.
2. The safest place is in the open. Stay there until the earthquake is over.
3. Follow procedures 5 through 12 under "Inside School Building."

C. WALKING TO AND FROM SCHOOL:

1. The safest place is in the open. Stay there.
2. Move away from buildings, utility poles, signs, trees, metal fences and exposed wires.
3. DO NOT RUN! Do "DROP – TAKE COVER."
4. After an earthquake, if on your way TO school, continue to school.
5. After an earthquake, if on your way FROM school, continue home.

D. ON SCHOOL BUS:

1. If possible, the bus driver will pull to the side of the road away from any buildings, poles, and large trees issue command "DROP – TAKE COVER."
2. Turn off ignition and set brakes.
3. Wait until the earthquake is over.
4. If possible, contact dispatch office by radio for instructions.

E. HANDICAPPED STUDENTS:

1. Students with handicap conditions may need special assistance and instruction regarding falling debris. Additional drills may be needed to make certain the procedures are mastered.

2. Each handicapped student's needs should be assessed in relation to the possibility of a disaster and his/her preparedness.

Explosion or Risk Of Explosion

1. DUCK, COVER, AND HOLD command is to be given immediately. Do not approach windows or doors.
2. If the explosion is not in the building, students and staff are to remain at their assigned locations until directed by competent authority.
3. When clear to evaluate/evacuate.
4. If necessary, move to safe assembly areas outside the building and away from the location of the explosion.
5. Render first aid as necessary.
6. Notify authorities (911) and the Superintendent.
7. Activate the Incident Command System.
8. Teachers are to take roll and report missing students to the office.
9. If possible to fight small fires without endangering life, do so.
10. If necessary, notify utility companies of any breaks in their lines.

Fire in Surrounding Area

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Fire on School Grounds

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.

13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Flooding

- 1) Warning of an impending flood would normally be received at the endangered location by telephone from the District Office or from a civil agency (police or fire). If access to the Internet is available, the national weather service supplies current weather information, including severe weather warnings at <http://www.nwsla.noaa.gov>.
- 2) Establish a Command Post and communicate with the District Office. The predicted extent of the flood and the amount of time before it arrives will determine the course of action.
- 3) Keep students indoors until it is determined to be safe
- 4) Move students to pre-designated assembly areas if an evacuation is ordered.
- 5) Teachers are to take roll, complete Disaster Report, and report all missing students to the office.
- 6) The principal may initiate the following emergency actions:
 - Dismiss school.
 - Leave campus and move to a safe place

Loss or Failure Of Utilities

1. Notify the appropriate utility company and the District Office.
2. Determine if any power, sewer, gas or water lines are down or ruptured on or adjacent to the campus. If so, activate the Incident Command System.
3. Determine if an evacuation is necessary.
4. Use emergency lighting (flashlights) and open window shades to provide as much light as possible.
5. Should the utility failure be for an extended period, make recommendations to and coordinate activities with the District Office.

Motor Vehicle Crash

1. Call 911 to report the crash.
2. Evaluate situation start first aid where possible
3. Notify the District Office
4. Establish a command post as needed
5. Determine if any staff or students are in immediate danger. If necessary evacuate location to move away from crash.
6. Consult with District Office and Emergency personnel for further direction and coordinate activity as needed.

Psychological Trauma

Many emergencies may result in psychological trauma for students and school staff. These emergencies may include an act of violence; the death of a student or staff member; an earthquake or other natural disaster; a serious environmental problem; or ethnic and racial tensions. Emergencies may result in the following conditions:

- Temporary disruption of regular school functions and routines
- Significant interference with the ability of students and staff to focus on learning
- Physical and/or psychological injury to students and staff
- Concentrated attention from the community and news media

As a result, students and staff may exhibit a variety of psychological reactions. Once the physical safety of those involved has been ensured, attention must focus on meeting the emotional and psychological needs of students and staff.

Specific procedures relating to crisis management can be found in the Oxnard School District – School Crisis Intervention Team Manual.

Procedure

1. The School Administrator will contact the District Superintendent to establish a Crisis Intervention Team, which has primary responsibility for providing necessary assistance after all types of crises.

2. The District Superintendent will determine whether a District EOC activation is necessary to support school site Crisis Intervention Team operations.
3. The Crisis Intervention Team will assess the range of crisis intervention services needed during and following an emergency.
4. The Crisis Intervention Team will provide direct intervention services for students and staff.
5. The School Administrator, District Superintendent and Crisis Intervention Team will work together to determine when and how school functions should be restored.
6. The Crisis Intervention Team should provide ongoing assessment, if needed, as well as follow-up services, as required.

Suspected Contamination of Food or Water

The following procedure should be followed if any school staff member reports suspected contamination of food or water. This procedure applies where there is evidence of tampering with food or packaging, observation of suspicious individuals in proximity to food or water supplies, or if the school is notified of possible food/water contamination by District staff or local agencies. Indicators of contamination may include unusual odor, color, or taste, and/or multiple persons with unexplained nausea, vomiting, or other illnesses.

Procedure

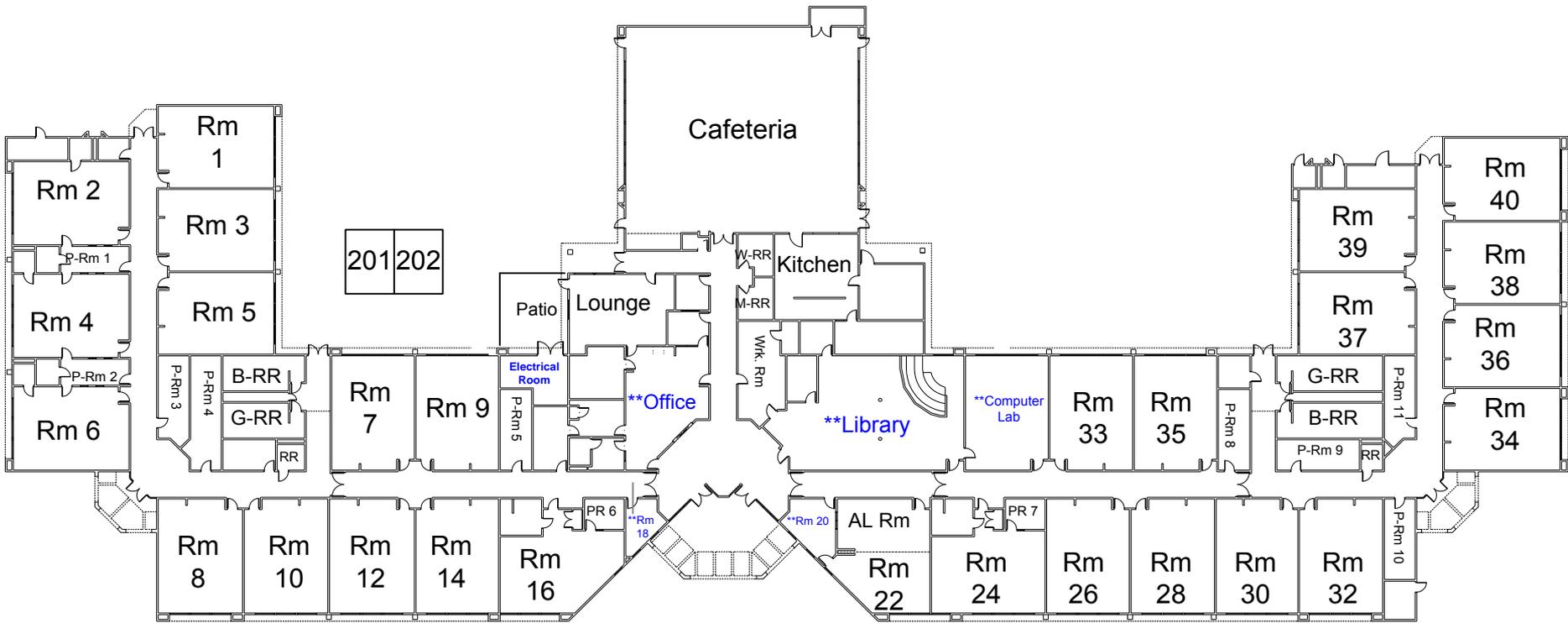
1. Upon indication of suspected contamination, the School Administrator will work with appropriate school staff to isolate the suspected food/water. Access should be restricted to the contaminated area to prevent consumption of food/water.
2. The School Administrator should call 9-1-1, District Superintendent, Child Nutrition Services and Ventura County Public Health .
3. District Superintendent will determine whether a District EOC activation is necessary to support school site operations.
4. School medical personnel should assess the need for medical attention and provide first aid, as appropriate.
5. The School Administrator and school staff will make a list of all potentially affected students and staff along with their symptoms, the food/water suspected to be contaminated, and the quantity and description of products consumed. The list should be provided to responding authorities.
6. The School Administrator should work with local authorities and District Superintendent to determine necessary follow-up actions, including the need to notify other potentially affected schools in the District.
7. The School Administrator and District Superintendent will work with Ventura County Public Health to determine when normal school operations can resume.
8. The School Administrator will ensure that parents are notified of the incident, as appropriate.

Unlawful Demonstration or Walkout

The administrator will contact the District Superintendent for direction.

Emergency Evacuation Map

BREKKE ELEMENTARY SCHOOL



PREP ROOMS

- 11 – 6th grade
- 10 – 5th grade
- 9 – 4th grade
- 8 – 3rd grade
- 5 – 2nd grade
- 4 – 1st grade
- 3 - Office

Comprehensive School Safety Plan SB 187 Compliance Document

**2014-2015
School Year**

School: Cesar E. Chavez Elementary School
CDS Code: 56725386055321
District: Oxnard School District
Address: 301 North Marquita St.
 Oxnard, CA 93030-3792
Date of Adoption: January 28, 2015

Approved by:

Name	Title	Signature	Date
Mrs. Brasilia Perez	Principal	<i>Bl Perez</i>	2-12-15
Mrs. Maria Ramos	Teacher	<i>Maria Ramos</i>	2-18-15
Mrs. Nancy Rodriguez	Teacher	<i>N. Rodriguez</i>	2/17/15
Mrs. Desiree Chua	Teacher	<i>Desiree Chua</i>	2-18-15
Mrs. Rosalinda Rodarte	Teacher	<i>Rosalinda Rodarte</i>	2-17-15
Ms. Teresa Silvas	School Counselor	<i>Teresa Silvas</i>	2/17/15
Officer Hannah Estrada	Resource Officer	<i>Hannah Estrada</i>	2/19/15
Yulianna Robles	Office Manager	<i>Yulianna Robles</i>	2/18/15
Laura Silva	Teacher	<i>Laura Silva</i>	2-17-15

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Senate Bill 187: Comprehensive School Safety Plan Purpose

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 AB 115. 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 of the Comprehensive School Safety Plan is available for review at Cesar E. Chavez Elementary School's office.

Safety Plan Vision

It is the goal of all staff at Chavez 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)

Cesar E. Chavez Elementary School Safety Committee

Maria Ramos
Nancy Rodriguez
Rosalinda Rodarte
Laura Silvas
Desiree Chua
Brasilia Perez
Officer Estrada

Assessment of School Safety

Cesar Chavez School has a "Safe Schools' Plan of Action" in compliance with the Oxnard School District. Our school is currently a closed campus. Parents and visitors must sign at the front office to get access to our campus. We have hired additional supervision time so our students are highly monitored. The school principal, outreach consultant, social worker and his assistant are always monitoring recesses and lunch times in addition to the five campus supervisors. Our school is implementing fire, earthquake and evacuation drills at least once a month. Doors are locked at all the times.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

1. All students and staff members are provided a safe teaching and learning environment.
2. All students are safe and secure while at school and to and from school.
3. District programs and approved community resources are made available to parents and students
4. School provides the educational environment where students, parents, staff, and community members are notified in a manner that is respectful.
5. Monthly Safety Committee meetings in order to ensure implementation of safety strategies or discuss additional concerns.
6. Extremely secured campus, highly monitored and track records are kept of individuals that visit our school.

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

Cesar Chavez staff members when suspect abuse (either emotional, physical, sexual, neglect) employees immediately call Human Services Agency (HSA) (805)654-3200 to report the abuse.

Employee then completes an Abuse Form (Office Manager has forms) and notifies the site administrator of the abuse.

School manager either mails or faxes over the completed abuse form to HNS within 36 hours of the report. School office manager gives a copy to principal and to the Oxnard School District Superintendent.

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.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

Disaster Plan (See Appendix C-F)

GENERAL: The 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.

A. Mass panic can be one of the greatest dangers to students. Staff members should remember that in times of stress, students will look for leadership to those who are normally in an authoritative position. REMAIN CALM, size up the situation and take action based on known facts and plans.

B. 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.

C. A well-prepared and tested plan for prompt and positive protection minimizes injuries and loss of life in a major disaster.

D. 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.

E. 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.

F. Emergency Announcements will be provided on the following radio stations.

AM Radio Stations:

Ventura: KVTM 1520

Los Angeles: KNX 1070

Spanish: KTRO 1520

EM Radio Stations:

Ventura: KHAY 100.7

Los Angeles: KBIG 104.3

Oxnard: KCAQ105

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.

(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.
- k) Disrupted school activities or otherwise willfully defied the valid authority
- 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.
- 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

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

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: (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.

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.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Whenever a student is identified as violent or dangerous per E.C. 49079 the teacher will be informed by the principal. The teacher shall keep this information in confidence and must not further disseminate it. However, if the teacher believes that the student is improperly placed (or is an immediate danger) these opinions (and related observations) should be shared with the principal immediately. The Student Study Team, and/or District SARB should be used for referral or added support in such cases. The district office also has a responsibility to insure that all appropriate actions are taken to identify, notify and support necessary interventions with regard to violent or dangerous pupils.

NOTICE OF SCHOOL DISRUPTION

Directive to Leave School Grounds Now

Your behavior constitutes an unlawful disruption at school in violation of Penal Code §§ 71, 601 and 626.8, Education Code §§ 44810 and 44811, and/or Code of Civil Procedure § 527.8.

YOU ARE DIRECTED TO LEAVE SCHOOL PROPERTY IMMEDIATELY!

The school district has procedures for resolving complaints and disputes which you may take advantage of if you wish. Please call (805) 487-3918 for further information. People at the Oxnard District Office will assist in situations such as this

(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 WHO?, Assistant Superintendent (805) 487-3918. 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, Pupil Support Services, 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. 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. (Education Code 35294. 1)

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. 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.

1. Clothes should be neat, clean, and reflect good taste and decency. Undergarments should not be showing.
2. Shirts should have no derogatory writing, symbols or pictures. Shirts with beer, alcohol, drugs or tobacco slogans are not to be worn. This includes shirts with obscene pictures, drug emblems, violent photos or objectionable language.
3. No clothing with sports logos. For example: Raiders, Cowboys, Lakers, Dodgers
4. Clothing should not be oversized. 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. Students will be required to wear a belt if their pants can not stay up at the waist.
5. Apparel or make up, which draws undue attention to the wearer, is not appropriate.
6. Closed shoes must be worn at all times.
7. All shirts must have sleeves: Tank tops, beach wear, low chest cut, halter tops, crop tops, tube tops, and off the shoulder tops are not permitted. Spaghetti strap, see-through clothing or bare midriffs are also not permitted.
8. Dresses or skirts should be no more than four (4) inches above the knee.
9. Shorts are permitted. However, cut-offs, short shorts, or short athletic shorts are not permitted. Shorts are to be no more than 4 inches above the knee. Shorts below the knee may not be worn. For boys, the shorts are not to be longer than their knees and no pulled up long white socks.
10. Pants with holes, hanging bib straps, cut or ragged cuffs, or pants with belt straps hanging are not appropriate school attire.
11. Hats and caps may not be worn to school unless they are of school colors and/or are required for sun block protection. Hats without logos only. No hats may be worn in the classroom.
12. No faded or torn blue jeans.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

Cesar Chavez school has in place procedures and steps to follow in case of an emergency.

Procedure for Releasing Students from School:

1. Under no circumstance may a pre-kindergarten through 8th grade pupil be released to an adult who is not properly identified. 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.
6. All medical and Dental Appointments
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.
7. There are more protocols for procedures for releasing students from school for the Oxnard School District. If you would like a full document copy, please request one at the front office and a copy will be provided to you.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

School's Social Emotional (Climate) Environment

Element:

Positive Behavior Intervention Support

Opportunity for Improvement:

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Continue implementing the techniques learned from Lesson One and CHAMPS	Chavez school teachers and students shall continue to implement Lesson One in the primary grades and CHAMPS in the upper grades throughout the school year. Administrators and school counselor will conduct both Lesson One and 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.	Lesson One and CHAMPS staff	Chavez Staff, Brasilia Perez. Principal, Betsy Meyring, Assistant Principal, Teresa Silvas, School Counselor	
2) Hold monthly disaster, emergency and lockdown drills	Chavez school will hold 10 fire drills, 2 lock downs, 3 drop and cover drills, and 1 evacuation drill 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.	Log of drills	Brasilia Perez, Principal	
3) Train Staff and Teachers on their responsibilities and stations during a disaster. Hold station drills once a year at minimum.	Chavez school shall confer and maintain a positive relationship with local law enforcement in the training, and implementation of the safety plan.	Oxnard Police Department, Oxnard School District	Safety/Disaster Committee	
4) Reduce the amount of office referrals for violent/bullying behavior.	Chavez school will identify effective classroom bullying strategies and practices to better handle such behavior. Counselor and administrators will conduct anti-bullying assemblies and classroom visits routinely during the school year in order to communicate a non-violent, zero bullying school culture.	Lesson one, CHAMPS, Rti and PBIS behavior strategies	Chavez Staff, Administrators, School Counselor	

Objectives	Action Steps	Resources	Lead Person	Evaluation
5) Disseminate Safe School Plan to all stakeholders.	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	Brasiila Perez, Principal, Safety Committee, School Site Council	
6) Conduct Quarterly safety walk-throughs with Lead Custodian and support staff.	Chavez school will conduct quarterly safety walk-throughs that will identify any need for changes, work orders, or safety trainings. This walk-through will allow the team to inventory safety materials.	School Safety committee	Brasilia Perez, Principal, Safety Committee, Arturo Estrada, Lead Custodian	

Component:

School's Physical Environment

Element:

Maintain a Safe and Secure Campus

Opportunity for Improvement:

Traffic flow and safety before and after school in surrounding areas.

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Cesar Chavez shall have visible staff and parental presence.	Chavez administration will encourage staff members and parents to be visible when students are in route to and from school.	Principal, parents and support staff	Brasilia Perez, Principal	
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.	Lesson One strategies, CHAMPS strategies, Oxnard School District Resources, RTI and PBIS Behavioral strategies	Brasilia Perez, Principal, Betsy Meyring, Assistant Principal, Teresa Silvas, School Counselor	
3) Cesar Chavez School Safety Committee will survey the school site and immediate surroundings to identify student centered issues on a routine basis.	School's Safety Committee will conduct annual parent and staff surveys, safety school inspections and follow up with a report to parents and staff.	School safety surveys and reports	Safety/Disaster Committee, Oxnard Police department	
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 will establish a safety committee which shall include the Principal, a student representative, staff representative, a police officer, parents and other community representatives.	Community members, Oxnard Police department, Oxnard School District, neighbor schools	Brasilia Perez, Principal	
5) Staff and students 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	Brasilia Perez, Principal and Arturo Estrada, Lead Custodian	

Component:

Building Students' Resiliency Skills

Element:

Providing students the strategies to persevere in order to succeed.

Opportunity for Improvement:

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) 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	
2) 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 the upper grades a student goals and progress portfolio will be created for every student in order for the student to analyze and monitor their own data.	School's administration, teachers, and support staff	Brasilia Perez, Principal	
3) Cesar Chavez School will institutionalize resiliency strategies fostering assets 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.	Support staff, administration	Outreach consultant, social worker, school counselor, psychologist, instructional coach, and administration	

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Cesar E. Chavez 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.

SCHOOL WIDE RULES

- Be Safe
- Be Respectful
- Be Responsible

EAGLES

- Encourage Others

Act Responsibly
Give your Best Effort
Listen to and Follow Directions
Expect Success
Share your Talents

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 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.

Conduct Code Procedures

PURPOSE

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Honest

Responsible

Well mannered and courteous

Respectful

Knowledgeable of right and wrong

Fair

Positive in outlook

Compassionate

Self-disciplined

BELIEFS

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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.

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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 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.

Students May Be Disciplined for the Following Reasons:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
 - (3) Willfully used force or violence upon the person of another, except in self-defense.
 - r) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
 - s) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
 - t) 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.
 - u) Committed or attempted to commit robbery or extortion.
 - v) Caused or attempted to cause damage to school property or private property.
 - w) Stole or attempted to steal school property or private property.
 - x) Possessed or used tobacco, or tobacco products.
 - y) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - z) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - aa) Disrupted school activities or otherwise willfully defied the valid authority
 - bb) Knowingly received stolen school property or private property.
 - cc) Possessed an imitation firearm.
 - dd) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - ee) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - ff) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - gg) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - 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.

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 Reinforcements

Incentives are used to promote exemplary student conduct.

(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 so as 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 on the basis of 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

September review plan with staff. Review plan with safety committee at each regularly scheduled meeting. January review plan with Leadership Team, Safety Committee and School Site Council. Update plan by February of each year. Communicate review and report to all staff after every safety drill.

Safety Plan Appendices

Emergency Contact Numbers

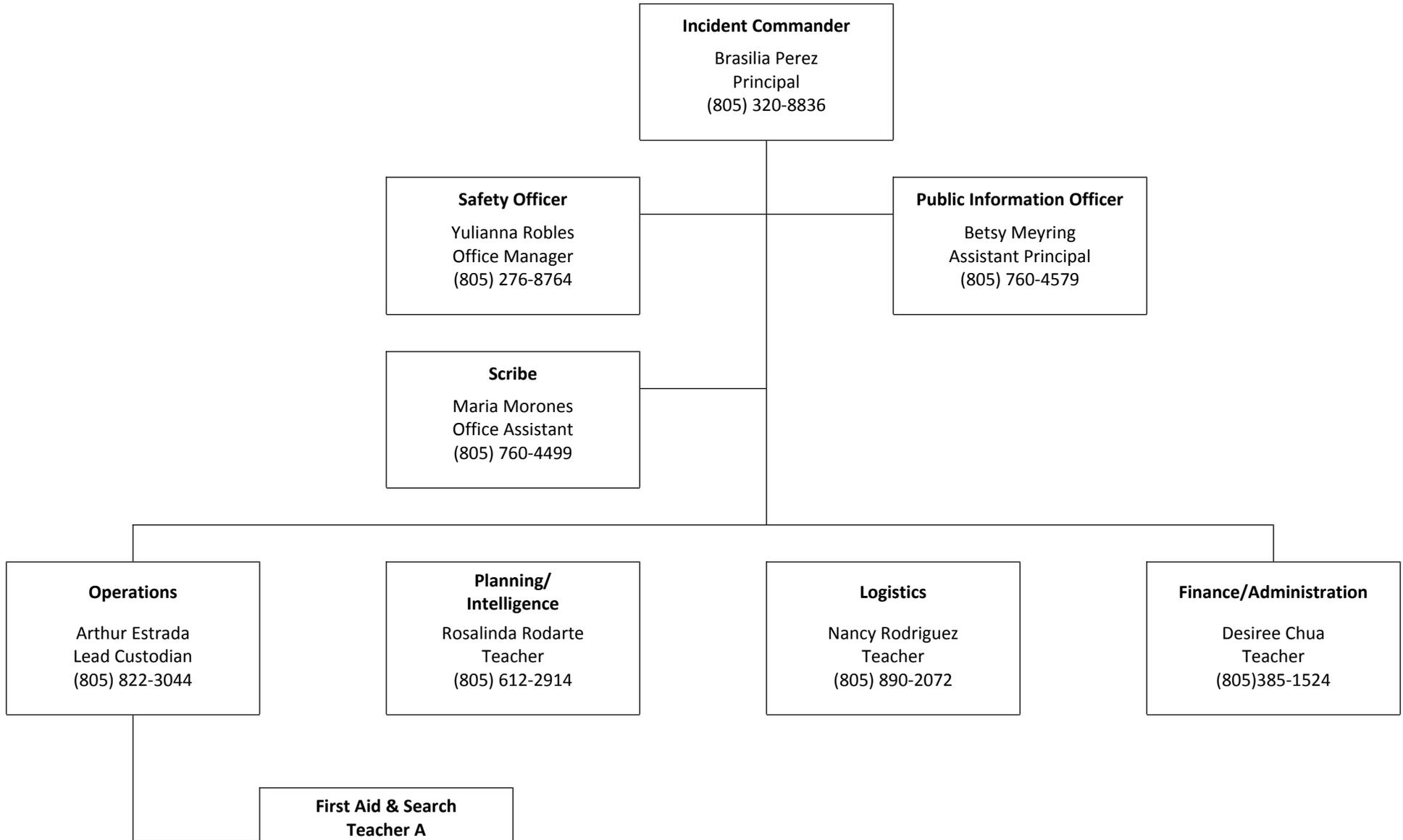
Utilities, Responders and Communication Resources

Type	Vendor	Number	Comments
Law Enforcement/Fire/Paramedic	Ventura County Sheriff's Department	911	
Law Enforcement/Fire/Paramedic	Police Department	911 from a land line; 486-1663 from cell phone	
Law Enforcement/Fire/Paramedic	Fire/Paramedic Emergency	911	
Law Enforcement/Fire/Paramedic	Ventura County Children & Family Services	654-3200	Human Resources Department
Public Utilities	Southern California Edison	1-800-655-4555 - 0	
Public Utilities	Southern California Gas	1(800) 427-2200 - 1	
Public Utilities	Telephone Repair	611	
Local Hospitals	St. Johns Hospital	988-2500	
Local Hospitals	Ventura County Medical Center	652-6000	
Local Hospitals	Community Memorial Hospital	652-5011	

Safety Plan Review, Evaluation and Amendment Procedures

Activity Description (i.e. review steps, meetings conducted, approvals, etc)	Date and Time	Attached Document (description and location)
September review plan with staff. Review plan with safety committee at each regularly scheduled meeting. January review plan with Leadership Team, Safety Committee and School Site Council. Update plan by February of each year.	Regularly scheduled meetings with Leadership Team, Wednesday, September 17, 2014 at 9:30 AM; Monday, September 29, 2014 at 8:30 AM	Safety Committee/Room 107
October/Review Plan	Thursday, October 16, 2014 at 11:00 AM	Safety Committee/Room 107
November/Review Plan	Monday, November 17, 2014 at 10:00 AM	Safety Committee/Room 107
December/Review Plan	Thursday, December 4, 2014 at 10:30 AM	Safety Committee/Room 107
January/Review Plan	Friday, January 24, 2015 at 9:00 AM	Safety Committee/Room 107
February/Review plan/School Site Council Approval	Thursday, February 19, 2015 at 8:45 AM	Safety Committee/SchoolSite Council/Room 213
March/Review plan	Monday, March 9, 2015 at 12:00 PM	Safety Committee/Room 107
April/Review Plan	Thursday, April 23, 2015 at 10:30 AM	Safety Committee/Room 107
May/Review Plan; Final draft for the following school year	Tuesday, May 5, 2015 at 2:00 PM	Safety Committee/Room 107
June/Review Plan and School Site Council Last revision	Wednesday, June 3, 2015 at 10:00 AM	Safety Committee/Room 213

Cesar E. Chavez Elementary School Incident Command System



Maria Ramos
Teacher
(805) 844-1031

**Student Release &
Accountability
TeacherB**
Annalu Nuñez
Attendance Technician
(805) 276-2652

Incident Command Team Responsibilities

Standardized Emergency Response Management System Overview

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:

Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency

It is important to note that school administrators are responsible for the health and safety of students and staff during an emergency. Although the following procedures refer to specific actions, school administrators must exercise discretion in implementing standardized procedures and should consider modifications as necessary to ensure the health and safety of all personnel during an emergency. These might include: Earthquake, Hazardous materials, Flooding, Fire, Dam Failure, Transportation Incident (Air, Train, Truck), School Violence, Terrorism, Tsunami, and Public Health Emergency.

Step Two: Identify the Level of Emergency

OSD emergency response and recovery operations will be managed in one of three modes, depending on the magnitude of the emergency/disaster.

Level 1 is a minor incident that is quickly resolved and internal resources or limited help. The District will maintain normal staffing and reporting protocols. At this operational level, the environment is monitored for changes.

Level 2 is a more significant emergency that impacts district buildings and or school sites. For level 2 the Emergency Operations Plan is activated. The EOC will be activated but only those functions that are needed to coordinate and support emergency operations will be activated. The EOC Director will determine the magnitude of the emergency and coordinate its resolution or, if the emergency continues to develop, a Level 3 response will be activated. Other key staff may be alerted, depending on the nature of the emergency.

Level 3 is a disaster that involves the entire District, school sites and the surrounding community. At Level 3, the EOP is activated, and the entire District Emergency management organization is activated.

Step Three: Determine the Immediate Response Action

The staff and students response to any emergency/disaster is based on an understanding of the nature of the emergency/disaster, the potential hazards, the likely response services and knowledge of what individuals and groups should do to increase their chances of survival and recovery.

Immediate action responses may include: Drop cover and hold, Shelter in place, Lock down, Campus Evacuation, Off Campus Evacuation, and/or All Clear.

Step Four: Communicate the Appropriate Response Action

Based on the Emergency, we would activate members of the Emergency Incident Command System.

Pending level of Emergency communication locally is reported to parents by the Connect Ed telephone system. Significant Emergencies are then reported by the District. OSD reports and notifications are to be made to the Ventura County Operational Area via the City of Oxnard and those directives that are currently in place through the SIMS and NIMS plan.

Types of Emergencies & Specific Procedures

Aircraft Crash

- 1) Determine if any staff or students are in immediate danger. If necessary, evacuate to a safe area. All others are to remain at their assigned locations.
- 2) Render first aid as necessary.
- 3) Take roll, complete Disaster Report, and report results to the incident commander.

Animal Disturbance

The children, staff and community members will be moved to a safe area when an animal is present, near, or on campus. If possible, the campus custodian may assist in securing the animal from harm or harming others. The animal may be confined to a secured area until it is removed from the campus by animal control.

Armed Assault on Campus

1. Call 911
2. Institute Lockdown - Priority 1 procedures
3. Remain on Lockdown until "All Clear" is instituted by police.

Biological or Chemical Release

- 1) If you become aware of potentially hazardous release or accident, notify the office immediately. Render first aid as necessary.
- 2) If an evacuation order is imminent, move students and staff to a designated evacuation/shelter area. If evacuation is not imminent, students and staff should remain in classrooms or in assigned areas.
- 3) Until ordered to evacuate, assume that a "shelter-in-place strategy" will be employed and do the following:
 - All students and staff are to remain indoors.
 - Turn off all heating and ventilation systems.
 - All windows should be closed.

PESTICIDE EXPOSURE (Pesticide Drift)

- 1) Notify the office immediately.
- 2) Render First Aid if necessary.
- 3) Until ordered to evacuate, assume that a "shelter-in-place" strategy will be employed and do the following:
 - Direct all students and staff to remain indoors until it is safe or directed otherwise.
 - Direct all heating and ventilation systems (HVAC) to be shut down.
 - Direct all windows to be closed.
- 1) If an evacuation order is imminent, move students and staff to a designated area. If evacuation is not imminent, students and staff should remain in classrooms.

Bomb Threat/ Threat Of violence

BOMB THREAT

- 1) The person receiving the threat should attempt to keep the caller on the phone, stall by saying "Sorry, I can't hear you", etc. Try not to cause concern on the part of your students. Pay close attention to the caller's words, voice, and any background noises. Ask the caller where the bomb is located, what it looks like, and when it going to explode.
- 2) Contact the office.
- 3) DO NOT use radios or cellular telephones.
- 4) If deemed necessary, incident commander will call for evacuation.
- 5) An organized search for the campus may be conducted under the direction of the principal or law enforcement agencies.
- 6) In the event that a suspicious object is located, all personnel should be kept clear of the area until law enforcement agencies have evaluated the conditions.
- 7) Return to your normal routine only when the principal and the law enforcement agencies are confident that any threat has passed.

NUCLEAR ATTACK

This section assumes a nuclear detonation away from our area and our area is not affected by the blast itself. The main concern is radioactive fallout.

- 1) Shut down all heating and ventilation system.
- 2) Keep students in classrooms with their backs to the interior walls.
- 3) Take roll, complete Disaster Report, and report all missing students to the Incident Commander.
- 4) All personnel are to remain indoors unless performing duties as assigned.

Bus Disaster

The following procedures are for use by bus drivers and appropriate school administrators in the event of an earthquake, serious bus accident, or other emergency that occurs while students are on a field trip or being transported to or from school.

This section addresses two possible scenarios involving a bus disaster: (1) an earthquake and (2) a serious accident or bus fire. It is important to note that drivers may need to make spontaneous, independent decisions based on the nature of the emergency, age of the children, location of the bus, and other unique circumstances to ensure children's safety.

Procedure

Scenario 1 – Earthquake

1. Upon first indication of an earthquake, the bus driver should issue Drop, Cover, and Hold procedures to all students on the bus.
2. The bus should be moved away from all power lines, bridges, overpasses, possible landslide conditions, overhanging trees, or other dangerous situations.
3. The bus driver should set the emergency brake, turn off the ignition, and wait for the shaking to stop.
4. The bus driver should check students for any injuries and provide first aid, as appropriate.
5. In the event the bus is disabled, the driver and students should stay in place until help arrives.
6. The bus driver should contact the School Administrator and the District Transportation Director to report the location and condition of students on the bus.
7. The School Administrator will determine what additional appropriate notifications should be made and will brief the District Superintendent on the situation.
8. If the bus driver is instructed to resume the bus route, the driver should continue to pick students up. Students should only be dropped off if a responsible adult is at the bus stop.
9. If it is impossible to return to school, the bus driver should contact the School Administrator and remain with the children until further instructions are received.
10. The bus driver is responsible for all students who board the bus throughout the emergency.

Scenario 2 – Serious Accident or Bus Fire

1. The bus driver will park the bus in a safe location with the emergency brake set and the ignition off.
2. In the event of a fire, students and the driver should evacuate the bus immediately and move to a safe location away from the bus and traffic using available barricades (e.g., trees, cars) when available.
3. The bus driver will immediately call 9-1-1 and provide the exact location of the bus and wait for the arrival of emergency response personnel.
4. The bus driver should check students for injuries and provide appropriate first aid.
5. The bus driver should call the School Administrator and the District Transportation Director (refer to the Essential Contacts in the Appendices of this Plan) to report the location and condition of students.
6. The School Administrator will determine what additional appropriate notifications should be made and will and the District Superintendent on the situation.

7. The bus driver is responsible for accounting for all students throughout the emergency.

Disorderly Conduct

- 1) Inform the office of the emergency situation.
- 2) Do not release students without authorization.
- 3) All students and staff are to remain in their respective classrooms and work areas.
- 4) Lock all doors and windows and close all window blinds or curtains. Avoid window areas.
- 5) When the emergency is over, all clear will be signaled.

Earthquake

A. INSIDE SCHOOL BUILDING:

- 1) The teacher, or staff member in authority, will implement action, "DUCKCOVER AND HOLD." Stay inside building until the shaking stops.
- 2) Try to avoid glass and falling objects, areas where there are large panels of glass and/or heavy suspended light fixtures.
- 3) Do not use telephones.
- 4) Implement action, "LEAVE BUILDING." Over intercom, when instructed to do so, after the earthquake is over and tremors have subsided. Special consideration should be given to exit routes as some exits have heavy roof structures over the doorways. Goto an open area away from trees, power poles, etc.
- 5) Avoid touching electrical wires and metal objects such as chain link fences.
- 6) Render first aid if necessary.
- 7) Take roll and submit Disaster Report to incident commander.
- 8) The principal/designee is to establish a command post, assess damage, activate search team and activates the incident command system.
- 9) Activate a buddy system: determine needs of neighboring classrooms. Listen for directions when to report to stations.
- 10) Principal to request assistance through school district channels.
- 11) Notify the District Emergency Operations Center of any breaks in utility lines.
- 12) The superintendent/designee will determine the feasibility of closing the school, based on the report of the principal.

B. IF OUTSIDE:

- 1) Move away from buildings, playground equipment, utility poles, signs, trees, metal fences, exposed wires and wet areas.
- 2) The safest place is in the open. Stay there until the earthquake is over.
- 3) DO NOT RUN! Do "DROP -TAKE COVER."
- 4) Follow procedures 5 through 12 under "Inside School Building."

C. HANDICAPPED STUDENTS:

- 1) Students with handicap conditions may need special assistance and instruction regarding falling debris. Additional drills may be needed to make certain the procedures are mastered. Each handicapped student's needs should be assessed in relation to the possibility of a disaster and his/her preparedness.

Explosion or Risk Of Explosion

- 1) DUCK, COVER, AND HOLD command is to be given immediately. Do not approach windows or doors.
- 2) If the explosion is not in the building, students and staff are to remain at their assigned locations until directed by competent authority.
- 3) When directed, evacuate.
- 4) If necessary, move to safe assembly areas outside the building and away from the location of the explosion.
- 5) Render first aid as necessary.
- 6) Teachers are to take roll, complete Disaster Report, and report missing students to the office.
- 7) If possible to fight small fires without endangering life, do so.

Fire in Surrounding Area

- 1) Sound the school alarm and evacuate building.
- 2) Notify the office.
- 3) Assemble at the pre-designated area (refer to evacuation map).
- 4) Assist disabled during the evacuation.
- 5) Render first aid as necessary.
- 6) Check all bathrooms and ancillary rooms for staff and students.
- 7) If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so by using the fire extinguisher.
- 8) Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
- 9) Teachers should take roll, complete Disaster Report, and report of missing students to the incident commander. No one should leave the area until instructed to do so.
- 10) In the event of a fire near the school, the principal shall determine what action is appropriate.

Fire on School Grounds

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Flooding

- 1) Warning of an impending flood would normally be received at the endangered location by telephone from the District Office or from a civil agency (police or fire). If access to the Internet is available, the national weather service supplies current weather information, including severe weather warnings at <http://www.nwsla.noaa.gov>.
- 2) Establish a Command Post and communicate with the District Office. The predicted extent of the flood and the amount of time before it arrives will determine the course of action.
- 3) Keep students indoors until it is determined to be safe
- 4) Move students to pre-designated assembly areas if an evacuation is ordered.
- 5) Teachers are to take roll, complete Disaster Report, and report all missing students to the office.
- 6) The principal may initiate the following emergency actions:
 - Dismiss school.
 - Leave campus and move to a safe place

Loss or Failure Of Utilities

1. Notify the appropriate utility company and the District Office.
2. Determine if any power, sewer, gas or water lines are down or ruptured on or adjacent to the campus. If so, activate the Incident Command System.
3. Determine if an evacuation is necessary.

4. Use emergency lighting (flashlights) and open window shades to provide as much light as possible.
5. Should the utility failure be for an extended period, make recommendations to and coordinate activities with the District Office.

Motor Vehicle Crash

1. Call 911 to report the crash.
2. Evaluate situation start first aid where possible
3. Notify the District Office
4. Establish a command post as needed
5. Determine if any staff or students are in immediate danger. If necessary evacuate location to move away from crash.
6. Consult with District Office and Emergency personnel for further direction and coordinate activity as needed.

Psychological Trauma

Many emergencies may result in psychological trauma for students and school staff. These emergencies may include an act of violence; the death of a student or staff member; an earthquake or other natural disaster; a serious environmental problem; or ethnic and racial tensions. Emergencies may result in the following conditions:

- Temporary disruption of regular school functions and routines
- Significant interference with the ability of students and staff to focus on learning
- Physical and/or psychological injury to students and staff
- Concentrated attention from the community and news media

As a result, students and staff may exhibit a variety of psychological reactions. Once the physical safety of those involved has been ensured, attention must focus on meeting the emotional and psychological needs of students and staff.

Specific procedures relating to crisis management can be found in the Oxnard School District – School Crisis Intervention Team Manual.

Procedure

1. The School Administrator will contact the District Superintendent to establish a Crisis Intervention Team, which has primary responsibility for providing necessary assistance after all types of crises.
2. The District Superintendent will determine whether a District EOC activation is necessary to support school site Crisis Intervention Team operations.
3. The Crisis Intervention Team will assess the range of crisis intervention services needed during and following an emergency.
4. The Crisis Intervention Team will provide direct intervention services for students and staff.
5. The School Administrator, District Superintendent and Crisis Intervention Team will work together to determine when and how school functions should be restored.
6. The Crisis Intervention Team should provide ongoing assessment, if needed, as well as follow-up services, as required.

Suspected Contamination of Food or Water

The following procedure should be followed if any school staff member reports suspected contamination of food or water. This procedure applies where there is evidence of tampering with food or packaging, observation of suspicious individuals in proximity to food or water supplies, or if the school is notified of possible food/water contamination by District staff or local agencies. Indicators of contamination may include unusual odor, color, or taste, and/or multiple persons with unexplained nausea, vomiting, or other illnesses.

Procedure

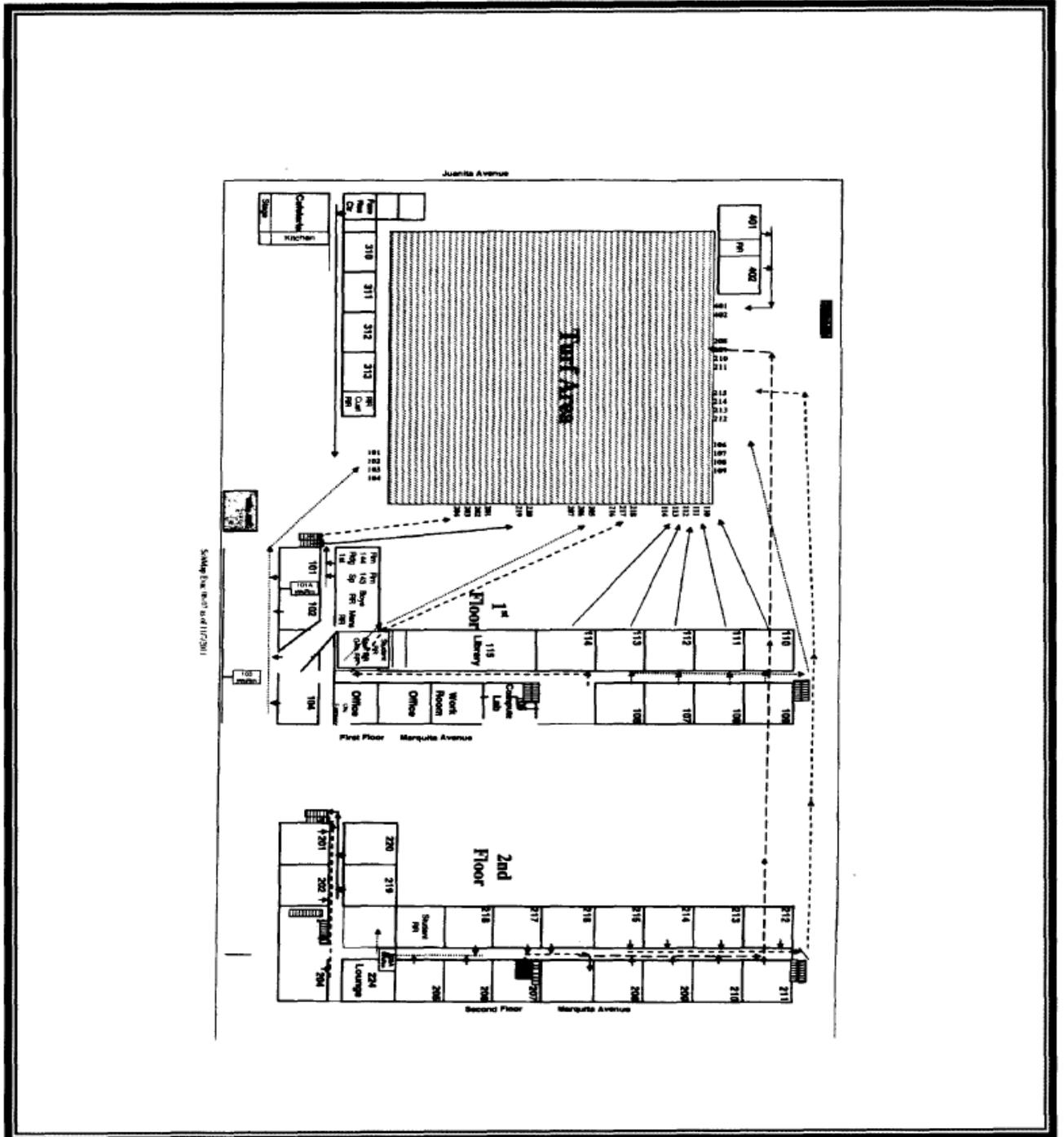
1. Upon indication of suspected contamination, the School Administrator will work with appropriate school staff to isolate the suspected food/water. Access should be restricted to the contaminated area to prevent consumption of food/water.
2. The School Administrator should call 9-1-1, District Superintendent, Child Nutrition Services and Ventura County Public Health .
3. District Superintendent will determine whether a District EOC activation is necessary to support school site operations.
4. School medical personnel should assess the need for medical attention and provide first aid, as appropriate.
5. The School Administrator and school staff will make a list of all potentially affected students and staff along with their symptoms, the food/water suspected to be contaminated, and the quantity and description of products consumed. The list should be provided to responding authorities.
6. The School Administrator should work with local authorities and District Superintendent to determine necessary follow-up actions, including the need to notify other potentially affected schools in the District.
7. The School Administrator and District Superintendent will work with Ventura County Public Health to determine when normal school operations can resume.
8. The School Administrator will ensure that parents are notified of the incident, as appropriate.

Unlawful Demonstration or Walkout

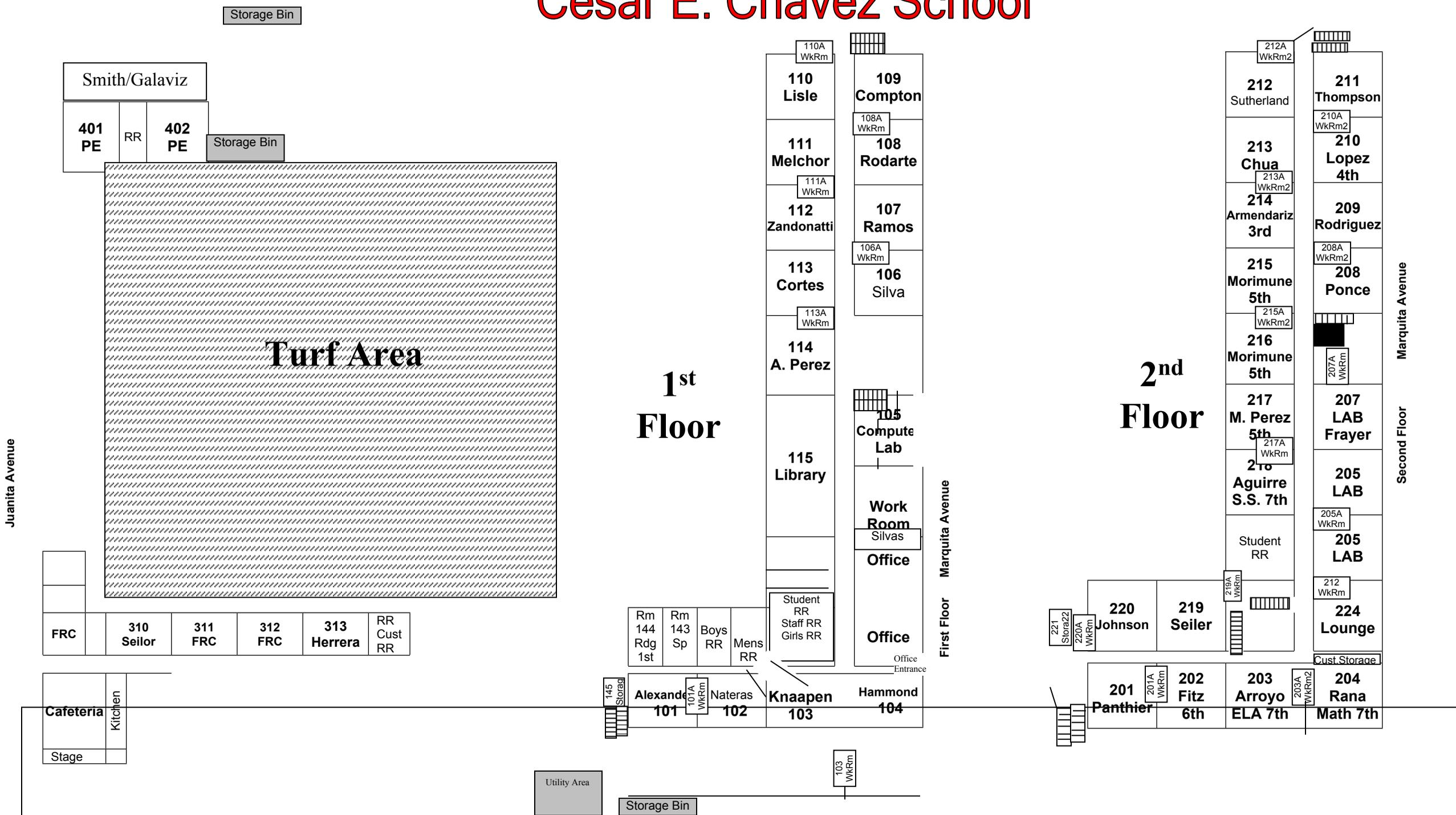
The administrator will contact the District Superintendent for direction.

Emergency Evacuation Map

CESAR E. CHAVEZ ELEMENTARY SCHOOL EVACUATION MAP



Cesar E. Chavez School



Comprehensive School Safety Plan SB 187 Compliance Document

**2014-2015
School Year**

School: Curren School
CDS Code: 56725386055263
District: Oxnard School District
Address: 1101 North F St.
 Oxnard, CA 93030-4003
Date of Adoption: January 26, 2015

Approved by:

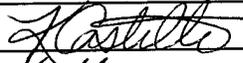
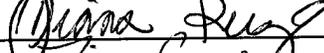
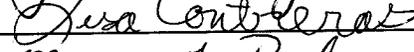
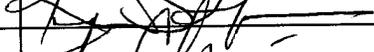
Name	Title	Signature	Date
Ms. Kelly Castillo	Principal		
Mrs. Kristina Beers-Cabrera	Extra Support Teacher		3/5/15
Laura Newman	RSP Teacher		3/5/15
Diana Perez	1st Grade Teacher		3/5/15
Lisa Contreras	Instructional Coach		3/5/15
Ms. Mireya Rosales	Office Manager		3/5/15
Mr. Alex Romero	Lead Custodian		3/5/15
Officer Kevin Thompson	Oxnard PD SRO		3/5/15
Ms. Kristin Chacon	Assistant Principal		3/5/15
Mrs. Esther Villegas	Assistant Principal		3/5/16

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Senate Bill 187: Comprehensive School Safety Plan Purpose

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 AB 115. 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 of the Comprehensive School Safety Plan is available for review at Curren School's office.

Safety Plan Vision

At Curren School, we believe all students deserve a nurturing, safe, and secure learning environment.

Components of the Comprehensive School Safety Plan (EC 32281)

Curren School Safety Committee

The Safety Committee is comprised of the principal and the leads from the Emergency Operations Plan. The members are: Kelly Castillo, Kristin Chacon, Kristina Beers-Cabrera, Diana Perez, Laura Newman

Assessment of School Safety

Curren School is a safe environment. The facilities are in good repair. Student discipline issues are minimal as are office referrals. The school responds proactively to safety concerns of any kind. Monthly drills are held. The Safety committee meets on a regular basis and updates the plan.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

All employees are trained on an emergency operation plan system, and regular drills occur to practice these procedures. A Schoolwide Positive Behavior Support system is implemented and Lesson One is followed. The school employs a full time counselor to address the social emotional well being of students at school. The school also employs a full time Outreach Specialist to support families within the community. The Lead Custodian will conduct monthly safety inspections and follow-up with appropriate paperwork as necessary. The OPD will conduct annual threat assessment and report to Principal and staff any recommendations. Ensure that the staff is trained annually in Emergency Operation Plan and their specific job duties ie. First Aid. Update the CSSP on an annual basis.

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

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.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

Disaster Plan (See Appendix C-F)

GENERAL: The 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.

A. Mass panic can be one of the greatest dangers to students. Staff members should remember that in times of stress, students will look for leadership to those who are normally in an authoritative position. REMAIN CALM, size up the situation and take action based on known facts and plans.

B. 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.

C. A well-prepared and tested plan for prompt and positive protection minimizes injuries and loss of life in a major disaster.

D. 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.

E. 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.

F. Emergency Announcements will be provided on the following radio stations.

AM Radio Stations:

Ventura: KVTA 1520

Los Angeles: KNX 1070

Spanish: KTRO 1520

EM Radio Stations:

Ventura: KHAY 100.7

Los Angeles: KBIG 104.3

Oxnard: KCAQ105

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.

(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.
 - k) Disrupted school activities or otherwise willfully defied the valid authority
 - 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.
 - 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

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.

(c)(5) Possession of an explosive.

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: (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.

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.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Whenever a student is identified as violent or dangerous per E.C. 49079 the teacher will be informed by the principal. The teacher shall keep this information in confidence and must not further disseminate it. However, if the teacher believes that the student is improperly placed (or is an immediate danger) these opinions (and related observations) should be shared with the principal immediately. The Student Study Team, and/or District SARB should be used for referral or added support in such cases. The district office also has a responsibility to insure that all appropriate actions are taken to identify, notify and support necessary interventions with regard to violent or dangerous pupils.

NOTICE OF SCHOOL DISRUPTION

Directive to Leave School Grounds Now

Your behavior constitutes an unlawful disruption at school in violation of Penal Code §§ 71, 601 and 626.8, Education Code §§ 44810 and 44811, and/or Code of Civil Procedure § 527.8.

YOU ARE DIRECTED TO LEAVE SCHOOL PROPERTY IMMEDIATELY!

The school district has procedures for resolving complaints and disputes which you may take advantage of if you wish. Please call (805) 487-3918 for further information. People at the Oxnard District Office will assist in situations such as this

(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 WHO?, Assistant Superintendent (805) 487-3918. 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, Pupil Support Services, 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 will be held to the Curren 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. 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. (Education Code 35294.1)

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 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 or torn pants and 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.
9. Hats or head coverings with logos and/or writing (with the exception of those worn in religious observance).
10. Professional team attire (Cowboys, Dodgers, Lakers, etc.)

(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 visitors must check in and sign in at the front office to enter the school property. Students enter school from one of two gates on F St. or G st. These gates are only open before school from 7:30am to 8:10 and after school from 2:30pm to 3:00pm. These gates may be used as emergency exits for students at any time and are unlocked from the inside. In an emergency students assemble in the back playground. If students need to be evacuated, they exit the back gate and assemble at the Presbyterian Church Lot on Ivywood St. In case of a student release, parents will check in, provide identification and students will be summoned to the side exit gate to be reunited with the parents.

(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 Positive Behavior Support System schoolwide.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Develop and implement a comprehensive Schoolwide Positive Behavior Support System that is founded in Lesson One and CHAMPS.	<ol style="list-style-type: none"> 1. Develop a plan to implement the CHAMPS program at Curren School. 2. Conduct school wide training on the plan. 3. Implement the behavior support plan. 5. Reduce the amount of office referrals for violent/ bullying behaviors. 	Lesson One/CHAMPS handouts and posters. Behavior matrix handouts and posters. Positive Behavior Committee	Principal Assistant Principal ORC School Counselor Leadership Team	Office Referrals Teacher reports
Train Playground Supervisors and After school Program staff in Schoolwide Positive Behavior Support System that is founded in Lesson One and CHAMPS.	<ol style="list-style-type: none"> 1. Hold monthly meetings/training for campus supervisors. 	Lesson One/CHAMPS handouts and posters. Behavior matrix handouts and posters. Positive Behavior Committee	Principal Assistant Principal ORC Counselor	Observations Meeting Agendas Office Referrals
Disseminate safe school plan to all stakeholders	Parent meetings to discuss safe school plan and schoolwide positive behavior	Lesson One/CHAMPS handouts and posters. Behavior matrix handouts and posters.	Principal	Agendas

Component:

School's Physical Environment

Element:

Safe School Environment

Opportunity for Improvement:

Ensure the facility is in safe working order.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Ensure the facility is in safe working order.	1) Conduct Monthly walk throughs for facility conditions. 2) Submit and monitor facility work orders	Safety Forms	Principal Lead Custodian	Walk through reports Work Orders
Communicate Safety Plans to the community	1) Disseminate safe school plan to all stakeholders via parent meetings	Safe School Plan EOP Plan	Principal	Agendas
Ensure a closed campus safe from intruders.	1)Threat assessment with OPD 2)Schedule monthly lock-down drills 3)Ensure gate locks are working and used.		Principal Lead Custodian	Feedback from OPD

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.	1)Monthly Drills	Disaster Drill Handouts	Principal Assistant Principal	Office Referrals Teacher reports
Communicate Safety Plans to the community	1) Disseminate safe school plan to all stakeholders via parent meetings	Lesson One handouts and posters. Behavior matrix handouts and posters.	Principal	Agendas
Ensure emergency operations plan is implemented	1. Hold monthly disaster and emergency and lockdown drills . 2. Train Staff and Teachers on their responsibilities and stations during a disaster. Hold station drills twice a year.	Emergency Operations Plan	Principal Assistant Principal Safety /Disaster Committee	OPD Feedback

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Curren 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

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 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 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: 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."
- 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.

Conduct Code Procedures

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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.

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Promote knowledge and teach behavior which will help each student become self-respecting, successful and contributing adults.

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Be on time.

Be prepared for class.

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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 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.

Students May Be Disciplined for the Following Reasons:

a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or

(3) Willfully used force or violence upon the person of another, except in self-defense.

r) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.

s) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.

t) 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.

u) Committed or attempted to commit robbery or extortion.

v) Caused or attempted to cause damage to school property or private property.

w) Stole or attempted to steal school property or private property.

x) Possessed or used tobacco, or tobacco products.

y) Committed an obscene act or engaged in habitual profanity or vulgarity.

z) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.

aa) Disrupted school activities or otherwise willfully defied the valid authority

bb) Knowingly received stolen school property or private property.

cc) Possessed an imitation firearm.

dd) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.

ee) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.

ff) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.

gg) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.

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.

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 Reinforcements

Incentives are used to promote exemplary student conduct.

(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 so as 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 on the basis of 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

Safety Plan is reviewed for advisement by the Leadership Team, Faculty, and ELAC committees. The plan is approved by the SSC.

Safety Plan Appendices

Emergency Contact Numbers

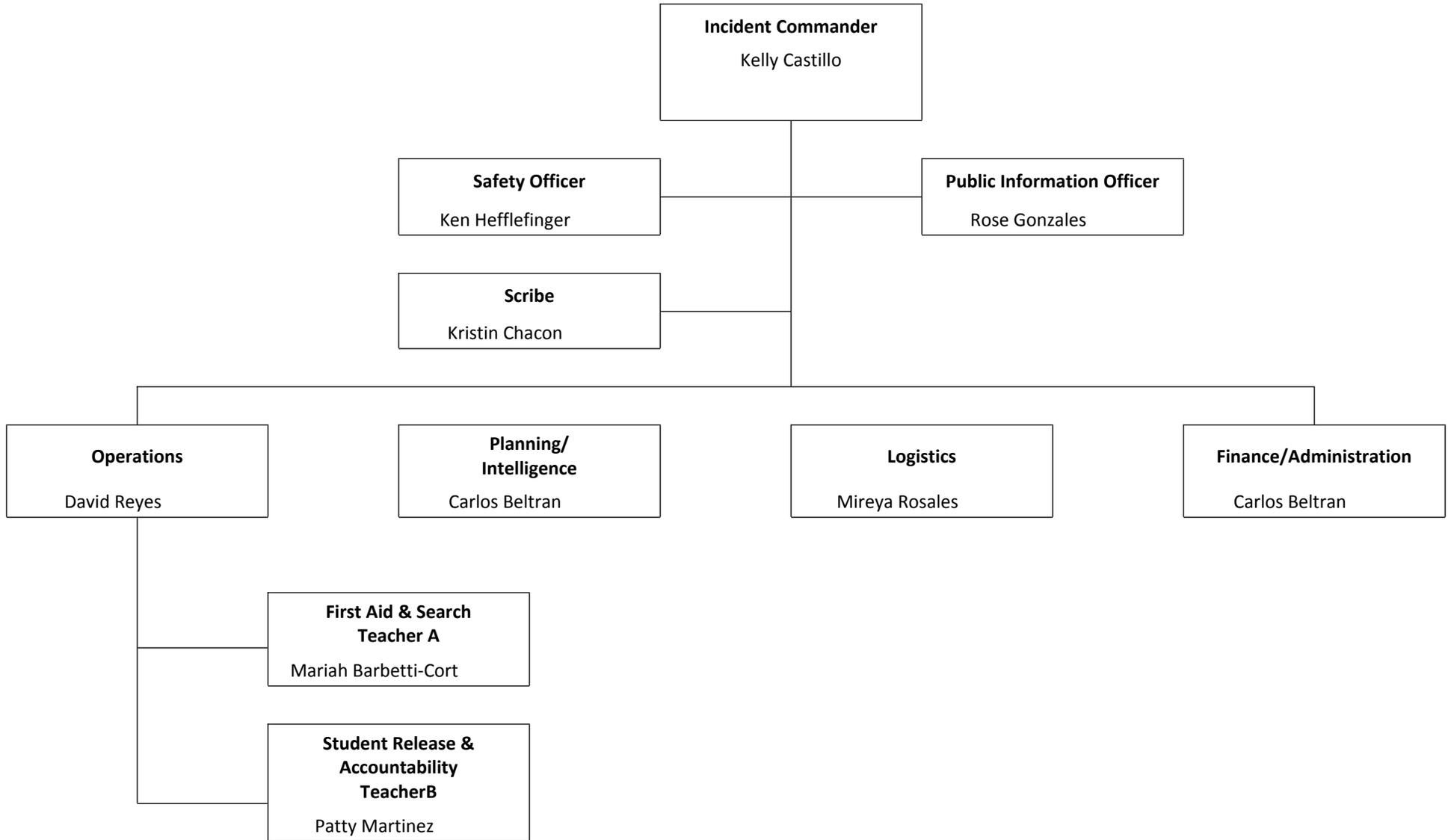
Utilities, Responders and Communication Resources

Type	Vendor	Number	Comments
Law Enforcement/Fire/Paramedic	Ventura County Sheriff's Department	911	
Law Enforcement/Fire/Paramedic	Police Department	911 from a land line; 486-1663 from cell phone	
Law Enforcement/Fire/Paramedic	Fire/Paramedic Emergency	911	
Law Enforcement/Fire/Paramedic	Ventura County Children & Family Services	654-3200	Human Resources Department
Public Utilities	Southern California Edison	1-800-655-4555 - 0	
Public Utilities	Southern California Gas	1(800) 427-2200 - 1	
Public Utilities	Telephone Repair	611	
Local Hospitals	St. Johns Hospital	988-2500	
Local Hospitals	Ventura County Medical Center	652-6000	
Local Hospitals	Community Memorial Hospital	652-5011	

Safety Plan Review, Evaluation and Amendment Procedures

Activity Description (i.e. review steps, meetings conducted, approvals, etc)	Date and Time	Attached Document (description and location)
Review plan with staff at SIP day.	August, 2014	
Review plan with Leadership Team, Safety Committee and School Site Council.	January, 2015	
Review plan with safety committee at each regularly scheduled meeting.	Bi-Monthly from September 2014-June 2015	
Annual plan update to be completed.	February Each Year	

Curren School Incident Command System



Incident Command Team Responsibilities

Standardized Emergency Response Management System Overview

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:

Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency

It is important to note that school administrators are responsible for the health and safety of students and staff during an emergency. Although the following procedures refer to specific actions, school administrators must exercise discretion in implementing standardized procedures and should consider modifications as necessary to ensure the health and safety of all personnel during an emergency. These might include: Earthquake, Hazardous materials, Flooding, Fire, Dam Failure, Transportation Incident (Air, Train, Truck), School Violence, Terrorism, Tsunami, and Public Health Emergency.

Step Two: Identify the Level of Emergency

OSD emergency response and recovery operations will be managed in one of three modes, depending on the magnitude of the emergency/disaster.

Level 1 is a minor incident that is quickly resolved and internal resources or limited help. The District will maintain normal staffing and reporting protocols. At this operational level, the environment is monitored for changes.

Level 2 is a more significant emergency that impacts district buildings and or school sites. For level 2 the Emergency Operations Plan is activated. The EOC will be activated but only those functions that are needed to coordinate and support emergency operations will be activated. The EOC Director will determine the magnitude of the emergency and coordinate its resolution or, if the emergency continues to develop, a Level 3 response will be activated. Other key staff may be alerted, depending on the nature of the emergency.

Level 3 is a disaster that involves the entire District, school sites and the surrounding community. At Level 3, the EOP is activated, and the entire District Emergency management organization is activated.

Step Three: Determine the Immediate Response Action

The staff and students response to any emergency/disaster is based on an understanding of the nature of the emergency/disaster, the potential hazards, the likely response services and knowledge of what individuals and groups should do to increase their chances of survival and recovery.

Immediate action responses may include: Drop cover and hold, Shelter in place, Lock down, Campus Evacuation, Off Campus Evacuation, and/or All Clear.

Step Four: Communicate the Appropriate Response Action

Based on the Emergency, we would activate members of the Emergency Incident Command System.

Pending level of Emergency communication locally is reported to parents by the Connect Ed telephone system. Significant Emergencies are then reported by the District. OSD reports and notifications are to be made to the Ventura County Operational Area via the City of Oxnard and those directives that are currently in place through the SIMS and NIMS plan.

Types of Emergencies & Specific Procedures

Aircraft Crash

- 1) Determine if any staff or students are in immediate danger. If necessary, evacuate to a safe area. All others are to remain at their assigned locations.
- 2) Render first aid as necessary.
- 3) Take roll, complete Disaster Report, and report results to the incident commander.

Animal Disturbance

The children, staff and community members will be moved to a safe area when an animal is present near, or on campus. If possible, the campus custodian may assist in securing the animal from becoming harm or hurt anyone. The animal may be confined to a secured area until it is removed from the campus by animal control

Armed Assault on Campus

1. Call 911
2. Institute Lockdown - Priority 1 procedures
3. Remain on Lockdown until "All Clear" is instituted by police.

Biological or Chemical Release

- 1) If you become aware of potentially hazardous release or accident, notify the office immediately. Render first aid as necessary.
- 2) If an evacuation order is imminent, move students and staff to a designated evacuation/shelter area. If evacuation is not imminent, students and staff should remain in classrooms or in assigned areas.
- 3) Until ordered to evacuate, assume that a "shelter-in-place strategy" will be employed and do the following:
 - All students and staff are to remain indoors.
 - Turn off all heating and ventilation systems.
 - All windows should be closed.

PESTICIDE EXPOSURE (Pesticide Drift)

- 1) Notify the office immediately.
- 2) Render First Aid if necessary.
- 3) Until ordered to evacuate, assume that a "shelter-in-place" strategy will be employed and do the following:
 - Direct all students and staff to remain indoors until it is safe or directed otherwise.
 - Direct all heating and ventilation systems (HVAC) to be shut down.
 - Direct all windows to be closed.
- 1) If an evacuation order is imminent, move students and staff to a designated area. If evacuation is not imminent, students and staff should remain in classrooms.

Bomb Threat/ Threat Of violence

BOMB THREAT

- 1) The person receiving the threat should attempt to keep the caller on the phone, stall by saying "Sorry, I can't hear you", etc. Try not to cause concern on the part of your students. Pay close attention to the caller's words, voice, and any background noises. Ask the caller where the bomb is located, what it looks like, and when it going to explode.
- 2) Contact the office.
- 3) DO NOT use radios or cellular telephones.
- 4) If deemed necessary, incident commander will call for evacuation.
- 5) An organized search for the campus may be conducted under the direction of the principal or law enforcement agencies.
- 6) In the event that a suspicious object is located, all personnel should be kept clear of the area until law enforcement agencies have evaluated the conditions.

7) Return to your normal routine only when the principal and the law enforcement agencies are confident that any threat has passed.

NUCLEAR ATTACK

This section assumes a nuclear detonation away from our area and our area is not affected by the blast itself. The main concern is radioactive fallout.

- 1) Shut down all heating and ventilation system.
- 2) Keep students in classrooms with their backs to the interior walls.
- 3) Take roll, complete Disaster Report, and report all missing students to the Incident Commander.
- 4) All personnel are to remain indoors unless performing duties as assigned.

Bus Disaster

The following procedures are for use by bus drivers and appropriate school administrators in the event of an earthquake, serious bus accident, or other emergency that occurs while students are on a field trip or being transported to or from school.

This section addresses two possible scenarios involving a bus disaster: (1) an earthquake and (2) a serious accident or bus fire. It is important to note that drivers may need to make spontaneous, independent decisions based on the nature of the emergency, age of the children, location of the bus, and other unique circumstances to ensure children's safety.

Procedure

Scenario 1 – Earthquake

1. Upon first indication of an earthquake, the bus driver should issue Drop, Cover, and Hold procedures to all students on the bus.
2. The bus should be moved away from all power lines, bridges, overpasses, possible landslide conditions, overhanging trees, or other dangerous situations.
3. The bus driver should set the emergency brake, turn off the ignition, and wait for the shaking to stop.
4. The bus driver should check students for any injuries and provide first aid, as appropriate.
5. In the event the bus is disabled, the driver and students should stay in place until help arrives.
6. The bus driver should contact the School Administrator and the District Transportation Director to report the location and condition of students on the bus.
7. The School Administrator will determine what additional appropriate notifications should be made and will brief the District Superintendent on the situation.
8. If the bus driver is instructed to resume the bus route, the driver should continue to pick students up. Students should only be dropped off if a responsible adult is at the bus stop.
9. If it is impossible to return to school, the bus driver should contact the School Administrator and remain with the children until further instructions are received.
10. The bus driver is responsible for all students who board the bus throughout the emergency.

Scenario 2 – Serious Accident or Bus Fire

1. The bus driver will park the bus in a safe location with the emergency brake set and the ignition off.
2. In the event of a fire, students and the driver should evacuate the bus immediately and move to a safe location away from the bus and traffic using available barricades (e.g., trees, cars) when available.
3. The bus driver will immediately call 9-1-1 and provide the exact location of the bus and wait for the arrival of emergency response personnel.
4. The bus driver should check students for injuries and provide appropriate first aid.

5. The bus driver should call the School Administrator and the District Transportation Director (refer to the Essential Contacts in the Appendices of this Plan) to report the location and condition of students.
6. The School Administrator will determine what additional appropriate notifications should be made and will and the District Superintendent on the situation.
7. The bus driver is responsible for accounting for all students throughout the emergency.

Disorderly Conduct

- 1) Inform the office of the emergency situation.
- 2) Do not release students without authorization.
- 3) All students and staff are to remain in their respective classrooms and work areas.
- 4) Lock all doors and windows and close all window blinds or curtains. Avoid window areas.
- 5) When the emergency is over, all clear will be signaled.

Earthquake

A. INSIDE SCHOOL BUILDING:

- 1) The teacher, or staff member in authority, will implement action, "DUCK – COVER AND HOLD." Stay inside building until the shaking stops.
- 2) Try to avoid glass and falling objects, areas where there are large panels of glass and/or heavy suspended light fixtures.
- 3) Do not use telephones.
- 4) Implement action, "LEAVE BUILDING." Over intercom, when instructed to do so, after the earthquake is over and tremors have subsided. Special consideration should be given to exit routes as some exits have heavy roof structures over the doorways. Go to an open area away from trees, power poles, etc.
- 5) Avoid touching electrical wires and metal objects such as chain link fences.
- 6) Render first aid if necessary.
- 7) Take roll and submit Disaster Report to incident commander.
- 8) The principal/designee is to establish a command post, assess damage, activate search team and activate the incident command system.
- 9) Activate a buddy system; determine needs of neighboring classrooms. Listen for directions when to report to stations.
- 10) Principal to request assistance through school district channels.
- 11) Notify the District Emergency Operations Center of any breaks in utility lines.
- 12) The superintendent/designee will determine the feasibility of closing the school, based on the report of the principal.

B. IF OUTSIDE:

- 1) Move away from buildings, playground equipment, utility poles, signs, trees, metal fences, exposed wires and wet areas.
- 2) The safest place is in the open. Stay there until the earthquake is over.
- 3) DO NOT RUN! Do "DROP –TAKE COVER."
- 4) Follow procedures 5 through 12 under "Inside School Building."

C. HANDICAPPED STUDENTS:

- 1) Students with handicap conditions may need special assistance and instruction regarding falling debris. Additional drills may be needed to make certain the procedures are mastered. Each handicapped student's needs should be assessed in relation to the possibility of a disaster and his/her preparedness.

Explosion or Risk Of Explosion

- 1) DUCK, COVER, AND HOLD command is to be given immediately. Do not approach windows or doors.

- 2) If the explosion is not in the building, students and staff are to remain at their assigned locations until directed by competent authority.
- 3) When directed, evacuate.
- 4) If necessary, move to safe assembly areas outside the building and away from the location of the explosion.
- 5) Render first aid as necessary.
- 6) Teachers are to take roll, complete Disaster Report, and report missing students to the office.
- 7) If possible to fight small fires without endangering life, do so.

Fire in Surrounding Area

- 1) Sound the school alarm and evacuate building.
- 2) Notify the office.
- 3) Assemble at the pre-designated area (refer to evacuation map).
- 4) Assist disabled during the evacuation.
- 5) Render first aid as necessary.
- 6) Check all bathrooms and ancillary rooms for staff and students.
- 7) If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so by using the fire extinguisher.
- 8) Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
- 9) Teachers should take roll, complete Disaster Report, and report of missing students to the incident commander. No one should leave the area until instructed to do so.
- 10) In the event of a fire near the school, the principal shall determine what action is appropriate.

Fire on School Grounds

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Flooding

- 1) Warning of an impending flood would normally be received at the endangered location by telephone from the District Office or from a civil agency (police or fire). If access to the Internet is available, the national weather service supplies current weather information, including severe weather warnings at <http://www.nwsla.noaa.gov>.
- 2) Establish a Command Post and communicate with the District Office. The predicted extent of the flood and the amount of time before it arrives will determine the course of action.
- 3) Keep students indoors until it is determined to be safe
- 4) Move students to pre-designated assembly areas if an evacuation is ordered.
- 5) Teachers are to take roll, complete Disaster Report, and report all missing students to the office.

6) The principal may initiate the following emergency actions:

- Dismiss school.
- Leave campus and move to a safe place

Loss or Failure Of Utilities

1. Notify the appropriate utility company and the District Office.

2. Determine if any power, sewer, gas or water lines are down or ruptured on or adjacent to the campus. If so, activate the Incident Command System.

3. Determine if an evacuation is necessary.

4. Use emergency lighting (flashlights) and open window shades to provide as much light as possible.

5. Should the utility failure be for an extended period, make recommendations to and coordinate activities with the District Office.

Motor Vehicle Crash

1. Call 911 to report the crash.

2. Evaluate situation start first aid where possible

3. Notify the District Office

4. Establish a command post as needed

5. Determine if any staff or students are in immediate danger. If necessary evacuate location to move away from crash.

6. Consult with District Office and Emergency personnel for further direction and coordinate activity as needed.

Psychological Trauma

Many emergencies may result in psychological trauma for students and school staff. These emergencies may include an act of violence; the death of a student or staff member; an earthquake or other natural disaster; a serious environmental problem; or ethnic and racial tensions. Emergencies may result in the following conditions:

- Temporary disruption of regular school functions and routines
- Significant interference with the ability of students and staff to focus on learning
- Physical and/or psychological injury to students and staff
- Concentrated attention from the community and news media

As a result, students and staff may exhibit a variety of psychological reactions. Once the physical safety of those involved has been ensured, attention must focus on meeting the emotional and psychological needs of students and staff.

Specific procedures relating to crisis management can be found in the Oxnard School District – School Crisis Intervention Team Manual.

Procedure

1. The School Administrator will contact the District Superintendent to establish a Crisis Intervention Team, which has primary responsibility for providing necessary assistance after all types of crises.

2. The District Superintendent will determine whether a District EOC activation is necessary to support school site Crisis Intervention Team operations.

3. The Crisis Intervention Team will assess the range of crisis intervention services needed during and following an emergency.

4. The Crisis Intervention Team will provide direct intervention services for students and staff.

5. The School Administrator, District Superintendent and Crisis Intervention Team will work together to determine when and how school functions should be restored.

6. The Crisis Intervention Team should provide ongoing assessment, if needed, as well as follow-up services, as required.

Suspected Contamination of Food or Water

The following procedure should be followed if any school staff member reports suspected contamination of food or water. This procedure applies where there is evidence of tampering with food or packaging, observation of suspicious individuals in proximity to food or water supplies, or if the school is notified of possible food/water contamination by District staff or local agencies. Indicators of contamination may include unusual odor, color, or taste, and/or multiple persons with unexplained nausea, vomiting, or other illnesses.

Procedure

1. Upon indication of suspected contamination, the School Administrator will work with appropriate school staff to isolate the suspected food/water. Access should be restricted to the contaminated area to prevent consumption of food/water.
2. The School Administrator should call 9-1-1, District Superintendent, Child Nutrition Services and Ventura County Public Health .
3. District Superintendent will determine whether a District EOC activation is necessary to support school site operations.
4. School medical personnel should assess the need for medical attention and provide first aid, as appropriate.
5. The School Administrator and school staff will make a list of all potentially affected students and staff along with their symptoms, the food/water suspected to be contaminated, and the quantity and description of products consumed. The list should be provided to responding authorities.
6. The School Administrator should work with local authorities and District Superintendent to determine necessary follow-up actions, including the need to notify other potentially affected schools in the District.
7. The School Administrator and District Superintendent will work with Ventura County Public Health to determine when normal school operations can resume.
8. The School Administrator will ensure that parents are notified of the incident, as appropriate.

Unlawful Demonstration or Walkout

The administrator will contact the District Superintendent for direction.

Emergency Evacuation Map

Irrigation Backflow

N. G. St.

PE K 1 2 3 4 5 6 7 8

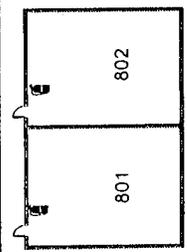
Assembly Area

Incident Command Post

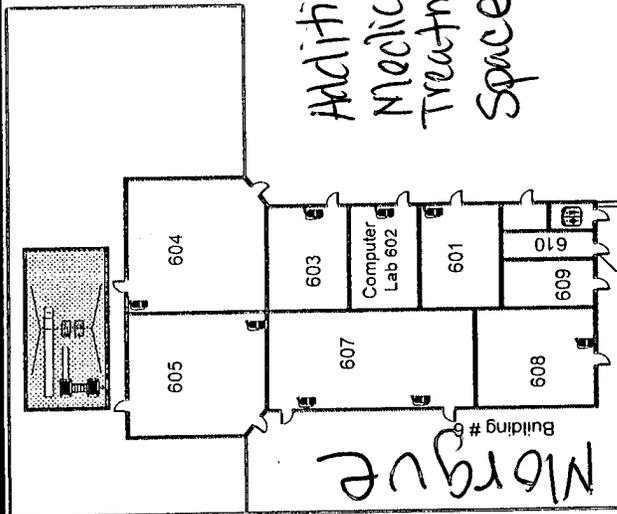
Additional Medical Treatment Space

Sanitation

Exit



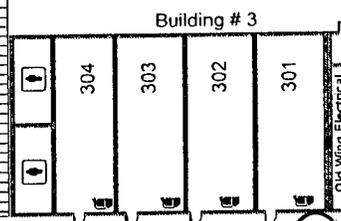
Building #8



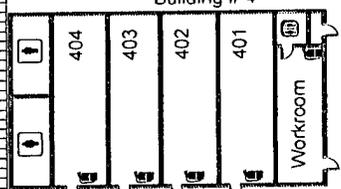
Building #6



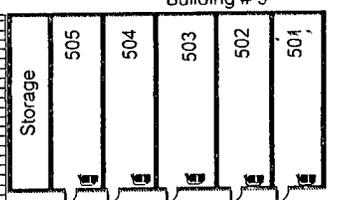
Building #2



Building #3

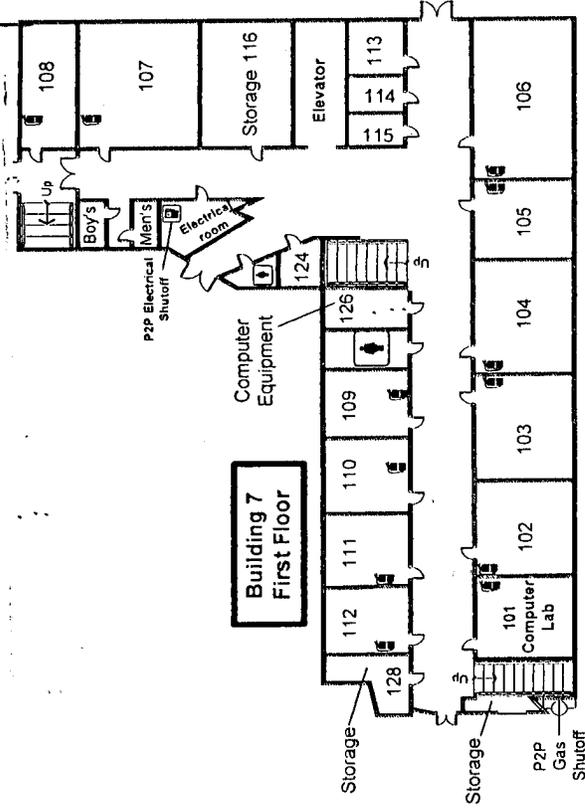


Building #4



Building #5

Building 7 First Floor



Main Entrance & Exit

Student Release

Student Request

Gate

Old Wing Gas Shut-off

Old Wing Water Shut-off

P2P Water Shut-off

P2P Gas Shut-off

P2P Electrical Shut-off

Electrical room

Men's

Boy's

N. F. St.

Comprehensive School Safety Plan SB 187 Compliance Document

**2014-2015
School Year**

School: James Driffill Elementary School
CDS Code: 5672538605271
District: Oxnard School District
Address: 910 South E Street
 Oxnard, California 93030
Date of Adoption: January 26, 2015

Approved by:

Name	Title	Signature	Date
Carol A. Flores Beck	Prinicpal	<i>C. Flores Beck</i>	1-26-15
Susan Mares	Assistant Principal	<i>Susan Mares</i>	1-26-15
Juan Bautista	Classified Representative	<i>Juan Bautista</i>	1-26-15
Allison Wilder	Kinder Representative	<i>Allison Wilder</i>	1-26-15
Luz Patino	Primary Representative	<i>Luz Patino</i>	1-26-15
Esperanza Solis	After School Representative	<i>E. Solis</i>	1-26-15
Shannon Prentice	Upper Grade Representative	<i>Shannon Prentice</i>	1-26-15
Sarah Lepe	Middle School Representative	<i>Sarah Lepe</i>	1-26-15
Angelica Ortiz	Special Education Representative	<i>A. Ortiz</i>	1-26-15
Jennifer Lewis	Academic Coach	<i>Jennifer Lewis</i>	1-26-15
John Mora	Oxnard Police Department	<i>J. Mora</i>	1-26-15

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Senate Bill 187: Comprehensive School Safety Plan Purpose

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 AB 115. 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 of the Comprehensive School Safety Plan is available for review at James Driffill Elementary School's office.

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. 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

Carol Flores Beck, Principal
Susan Mares, Assistant Principal
Gilbert Elizarraras, Assistant Principal
Jennifer Lewis, Literacy Coach
LaRay Figueroa, Teacher Representative
Allison Wilder, Leadership Kinder Representative
Luz Patiño, Primary Representative
Esperanza Solis, After School Representative
Shannon Prentice Upper Grade Representative
Sarah Lepe, Middle School Representative
Angelica Ortiz, Special Education Representative
Juan Bautista, Classified Representative
Officer John Mora, Oxnard Police Department

Assessment of School Safety

The School Resource Officer from the Oxnard Police Department with the principal conducted a security inspection of the campus, and made recommendations which were addressed by school personnel. A major consideration was to close the campus to all adults before school in the morning. This recommendation was reviewed but due to construction and the culture of our community we will continue to allow parent access to the campus before school for drop off. This policy will be reviewed annually.

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.

Any safety issues are reported by staff to administration and are handled by the Lead 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 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 and parking regulations.

The Safety Committee meets regularly to review all safety and security procedures and make any necessary recommendations and changes. Input is provided by our different parent groups: ELAC, Cafe Con Padres, School Site Council and PTA.

The monthly safety checks also provide information about any necessary changes.

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. Once the input has been obtained, a system of communication goes into effect to make sure all stakeholders are made aware of the changes.

In order to ensure that students engage in safe behavior, the school utilizes the Lesson One program of life skills expectations and this year we have introduced CHAMPS. These are the school rules. 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.

Security has been increased by adding additional playground supervisors. 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 visitors who are signing out students are required to show a valid I.D.

Security cameras have also been installed for the safety of the school campus when students are not in session.

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

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."

It is the obligation of a designated mandated reporter to contact authorities if there is reason to believe that a child has experienced or witnessed a) Physical Abuse, b) Failure to Protect, c) Emotional Abuse, d) Sexual Abuse, e) Severe Physical Abuse of Child Under 5, f) Death of Another Child, g) No Provisions of Support, h) Freed for Adoption, i) Acts of Cruelty to Another Child or Animal, and j) the Abuse of a Sibling. A list of those mandated to report can be found in Penal Code Section 11164-11174.3.

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. Documents are to be filed within 36 hours of reporting and a copy is to be sent to the Office of the Superintendent.

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.

OSD CHILD ABUSE REPORTING PROCEDURES ADVISORY

The Oxnard School District provides all schools a flow chart to follow that provides information and procedures to contact either the Oxnard Police Department or Human Services Agency, Adult and Child Family Services.

If in doubt, file! (Call Children and Family Services or the Police Department)
Call Children and Family Services immediately to verbally report.
Forward completed Child Abuse Report form within 36 hours.
Do not pass on the responsibility to report. However, you can/should consult with your supervisor.
If you have a reasonable suspicion, you then have a duty to check (reasonable suspicion creates a duty.)
The burden of proof is not with you. Children and Family Services will do the investigation.
School staff is not liable for defamation if done in the course and scope of your employment.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

Disaster Plan (See Appendix C-F)

GENERAL: The 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 students.

- A. Mass panic can be one of the greatest dangers to students. Staff members should remember that in times of stress, students will look for leadership to those who are normally in an authoritative position. REMAIN CALM, size up the situation and take action based on known facts and plans.
- B. 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.
- C. A well-prepared and tested plan for prompt and positive protection minimizes injuries and loss of life in a major disaster.

D. 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.

E. 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.

F. Emergency Announcements will be provided on the following radio stations.

AM Radio Stations:

Ventura: KVTA 1520

Ventura: KVEN 1450

Los Angeles: KNX 1070

Spanish: KTRO 1520

FM Radio Stations:

Ventura: KHAY 100.7

Los Angeles: KBIG 104.3

Oxnard: KCAQ105

Spanish: KMLA 103.7

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.

(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)

GROUNDS 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.
 - k) Disrupted school activities or otherwise willfully defied the valid authority
 - 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.
 - 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

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.

- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

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: (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.

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.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Whenever a student is identified as violent or dangerous per E.C. 49079 the teacher will be informed by the principal. The teacher shall keep this information in confidence and must not further disseminate it. However, if the teacher believes that the student is improperly placed (or is an immediate danger) these opinions (and related observations) should be shared with the principal immediately. The Student Study Team, and/or District SARB should be used for referral or added support in such cases. The district office also has a responsibility to insure that all appropriate actions are taken to identify, notify and support necessary interventions with regard to violent or dangerous pupils.

NOTICE OF SCHOOL DISRUPTION

Directive to Leave School Grounds Now

Your behavior constitutes an unlawful disruption at school in violation of Penal Code §§ 71, 601 and 626.8, Education Code §§ 44810 and 44811, and/or Code of Civil Procedure § 527.8.

YOU ARE DIRECTED TO LEAVE SCHOOL PROPERTY IMMEDIATELY!

The school district has procedures for resolving complaints and disputes which you may take advantage of if you wish. Please call (805) 385-1501 for further information. People at the Oxnard District Office will assist in situations such as this.

(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 Dr. Jesus Vaca, Assistant Superintendent, Office of Human Resources (805) 385-1501. 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, Pupil Support Services, 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. (Education Code 35294.1)

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. Sandals must have heel straps. Thongs or backless shoes or sandals 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 professional sports teams.
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, off-the-shoulder or low-cut tops, bare midriffs and skirts or shorts shorter than mid-thigh are prohibited.
5. Gym shorts should not be worn in classes other than physical education.
6. Hair shall be clean and neatly groomed. Hair may not be sprayed by any coloring that would drip when wet.
7. Shirts should be tucked in and the seat of pants cannot sag.

(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 8:10 a.m. to 2:38 pm. Kindergarten hours are from 8:15 - 1:32, Grades 1-5 8:15-2:25 and Grades 6-8 8:10 - 2:38. Parents dropping students off at school are made aware that supervision IS NOT available before 7:40 am. 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 their line-up 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.

All gates are locked after the bell and are not opened again until dismissal. Pre-School and Kindergarten entrances and exits have specific times due to construction. These gates may change based on on-going construction.

All parents who have school business must enter through the main office located on 9th and E Streets. Parents are required to check in and out while on campus during school hours. Parents are discouraged from going directly to classrooms. Parents with strollers cannot go up the staircases and must have special permission to use the elevator. Parents signing their students out for the day must show a valid picture I.D.

Students not participating in after school activities are to leave campus immediately by leaving with 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.

Due to construction families are encouraged to listen to all Connect Ed. messages. These messages may have updated information in regards to gates and parking that are available.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

School's Climate and Social Environment

At Driffill School we have high expectations for all students, parents, and staff. Classrooms, playground, and all school activities follow behavior standards and rules with appropriate social expectations.

Element:

We review all school rules with students and parents during class time, discipline assemblies, review of Lesson One and CHAMPS, parent meetings and at Back to School Night.

We schedule and practice safety drills on a regular basis and collaborate with our School Resource Officer.

Opportunity for Improvement:

We meet regularly to review and document the safety events, and provide appropriate training.

Information is provided to parents, students, and staff.

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Schedule regular safety drills.	Select a monthly date. Provide staff with safety drill handouts	School Calendar Meet with SRO Handouts	Principal and staff	Submit District Safety Summary Forms
2) Review on-going safety procedures.	Assemblies Classroom Lessons Parent Meetings	School Calendar SRO Handouts Safety Plan	Safety Committee	Yearly Safe School Plan Update
3) Train Staff and implement Lesson One and CHAMPS	Assemblies Daily Implementation Team Leads	Teachers Lesson One Handouts and Posters	Principal and Staff	Classroom Walk-Thru
4) Work with School Resource Officer (SRO).	Meetings	Oxnard Police Department	Principal, SRO, and Staff	Regular Visits Safety Drill Documents

Component:

School's Physical Environment

Driffill School is currently under modernization and expects to continue with construction of the kindergarten building, cafeteria/MPR, additional classrooms, and playground for at least five more years.

Element:

Worked with District to request additional playground supervisors to monitor parking lots, additional student population, locker and bath rooms, and non-traditional entrance/exit gates.

Provided on-going construction updates to students, parents and staff through general meetings and Connect Ed.

Opportunity for Improvement:

Provide regular updates through meetings, power point presentations and pictures (You Tube).

Opened completed portions of the project in a timely manner.

Continue to receive, relate and address community concerns.

Provide updated information via social media.

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Update all safety and evacuation plans to include all grades PreK - 8	Create new plans, evacuation maps and instruct staff and students on new information	New Evacuation Plan and Maps	Principal, Assistant Principal, Teachers and Support Staff	Plan and handouts
2) Provide up to date information via social media in regards to school safety and other school activities.	Social Media updates	Social Media	Principal, Assistant Principal and Teachers	News on line
3) Provide ongoing construction updates to parents and teachers	Regularly at scheduled meetings	Agendas and minutes	Principal	Agendas and minutes
4) Keeping the changing environment safe	Updated information notes and Connect Ed messages to staff and parents	Connect Ed	Principal District Personnel Staff	Notes and Connect Ed messages

Component:

School's 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, Cafe Con Padres 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:

We have developed our plan as a team and have reviewed all the components. Safety materials and bags have been purchased and upgraded as we have become a k-8 school. All key players know their position and roles in case of a disaster/emergency.

Opportunity for Improvement:

- Provide regular updates and review at all 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) Write and update our plan yearly.	Meet yearly to update the school safety plan.	Place item on all parent meeting agendas Meet with leadership and safety committee	Principal and staff	Submit Safety Plan for Board Approval
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.	Place item on all stakeholders agendas	Principal	All agendas are online for review
3) Train new staff and provide for the need to update certifications.	Enroll staff in training that is needed.	Enroll Staff as needed for different trainings and certificate programs	Principal and staff	List of those who are trained and certified.
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 and staff	Completed Safety Plan aligned to the District's plan.
5) All staff to be FEMA certified	All staff to take online test.	Refer staff to HR for online log-ins and passwords.	Principal	Submit certifications to HR

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

James Driffill 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.

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 college/ready 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.
- 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 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.

Students May Be Disciplined for the Following Reasons:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
- a) (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.
- k) Disrupted school activities or otherwise willfully defied the valid authority of school personnel.
- 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 the act of bullying including but not limited to bullying by means of an electronic act
- t) Aided or abetted in the attempted or infliction of physical injury to another. Expel only when connected to (a)

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.
- E.C. 48900.7 Pupil has made terrorist threats against school officials or school property, or both.

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915 (a) (1)

- (A) Causing serious physical injury to another person, except in self-defense.
- (B) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (C) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (D) Robbery or extortion.
- (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: (Education Code 48915[c])

Upon finding that the student committed any of these acts, the Board shall expel the student.

- (1) Possessing, selling, or otherwise furnishing a firearm
- (2) Brandishing a knife at another person.
- (3) Unlawfully selling a controlled substance
- (4) Committing or attempting to commit a sexual assault or battery

(5) Possession of an explosive.

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.

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.

Conduct Code Procedures

Rules and regulations are reviewed with all students and parents at the beginning of each school year.

Students not following rules are referred to the office.

Parents are notified.

Behavior Plan is implemented: Conference, Counseling, Behavior Contracts, Lesson One, CHAMPS, Suspension, and Expulsion.

(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 so as 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 on the basis of 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 Leadership Team, ELAC, Cafe Con Padres, Staff, School Site Council, and School Safety Committee meet throughout the school year to review and update the School Safety Plan.

Safety Plan Appendices

Emergency Contact Numbers

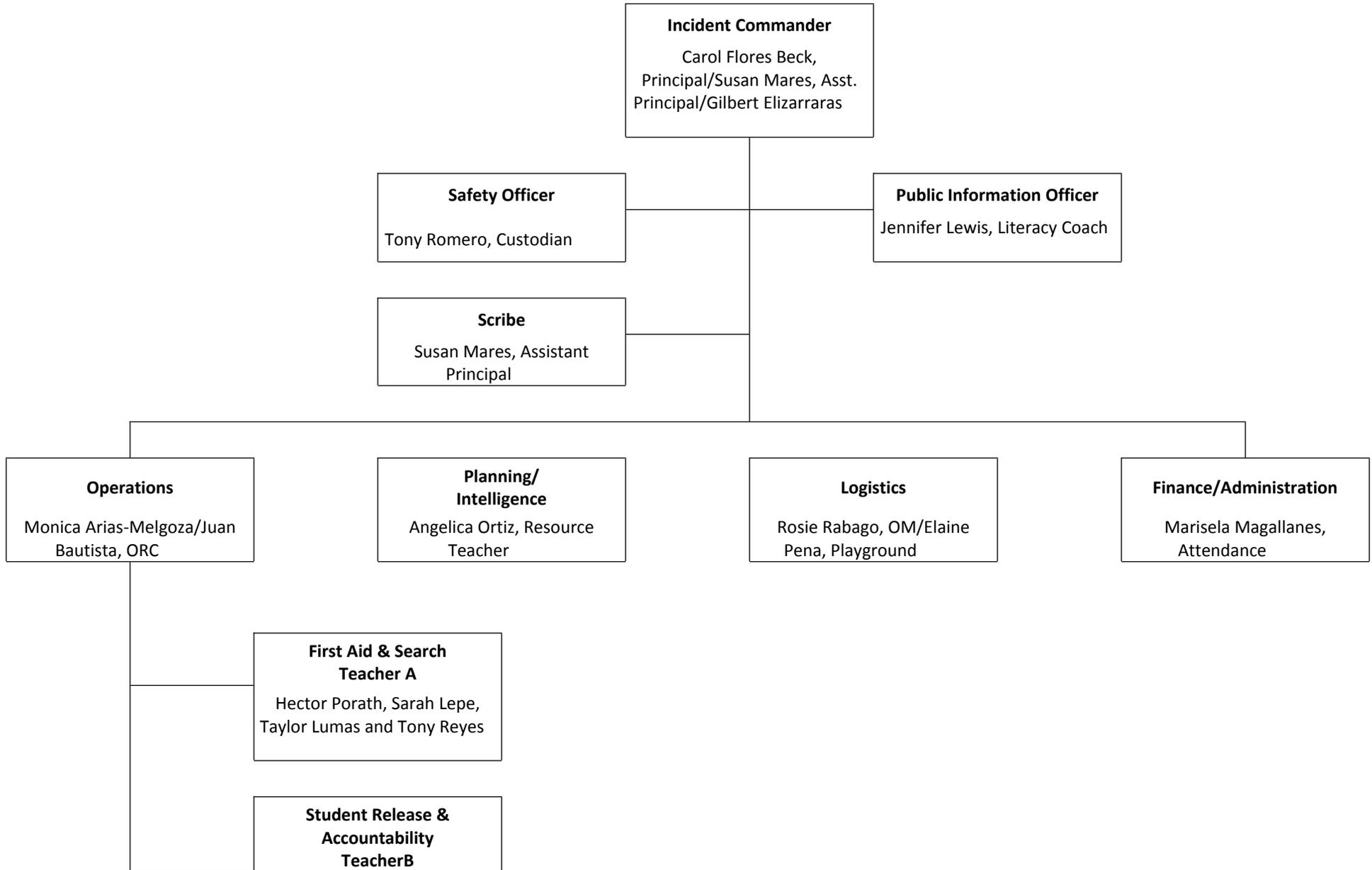
Utilities, Responders and Communication Resources

Type	Vendor	Number	Comments
Law Enforcement/Fire/Paramedic	Ventura County Sheriff's Department	911	
Law Enforcement/Fire/Paramedic	Police Department	911 from a land line; 486-1663 from cell phone	
Law Enforcement/Fire/Paramedic	Fire/Paramedic Emergency	911	
Law Enforcement/Fire/Paramedic	Ventura County Children & Family Services	654-3200	Human Resources Department
Public Utilities	Southern California Edison	1-800-655-4555 - 0	
Public Utilities	Southern California Gas	1(800) 427-2200 - 1	
Public Utilities	Telephone Repair	611	
Local Hospitals	St. Johns Hospital	988-2500	
Local Hospitals	Ventura County Medical Center	652-6000	
Local Hospitals	Community Memorial Hospital	652-5011	

Safety Plan Review, Evaluation and Amendment Procedures

Activity Description (i.e. review steps, meetings conducted, approvals, etc)	Date and Time	Attached Document (description and location)
August review plan with staff. Review plan with safety committee at each regularly scheduled meeting. January review plan with Leadership Team, Safety Committee and School Site Council. Update plan by February of each year.	January 23, 2015 at 8:30 - 2:30	
Present information to parents at ELAC for input and approval	February 6, 2015 at 8:30	Agendas to be attached
Present information to parents at Cafe Con Padres for input.	February 10, 2015 at 5:30	
Present information to parents at School Site Council for input and approval	January 26, 2015 at 2:40	
Present information to staff at regular Tuesday meeting for input and approval	January 27, 2015 at 2:40	

James Driffill Elementary School Incident Command System



Gilbert Elizarraras Rosie
Camarena
Elaine Herrera
Jose Carranza
Roberta Tapia
Christine Hernandez
Laura Cornish and Kinder
Teachers not on duty

Incident Command Team Responsibilities

Standardized Emergency Response Management System Overview

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:

Management, Planning and Intelligence, Operations, Logistics and Finance and Administration.

Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency

It is important to note that school administrators are responsible for the health and safety of students and staff during an emergency. Although the following procedures refer to specific actions, school administrators must exercise discretion in implementing standardized procedures and should consider modifications as necessary to ensure the health and safety of all personnel during an emergency. These might include: Earthquake, Hazardous materials, Flooding, Fire, Dam Failure, Transportation Incident (Air, Train, Truck), School Violence, Terrorism, Tsunami, and Public Health Emergency.

Step Two: Identify the Level of Emergency

OSD emergency response and recovery operations will be managed in one of three modes, depending on the magnitude of the emergency/disaster.

Level 1 is a minor incident that is quickly resolved and internal resources or limited help. The District will maintain normal staffing and reporting protocols. At this operational level, the environment is monitored for changes.

Level 2 is a more significant emergency that impacts district buildings and or school sites. For level 2 the Emergency Operations Plan is activated. The EOC will be activated but only those functions that are needed to coordinate and support emergency operations will be activated. The EOC Director will determine the magnitude of the emergency and coordinate its resolution or, if the emergency continues to develop, a Level 3 response will be activated. Other key staff may be alerted, depending on the nature of the emergency.

Level 3 is a disaster that involves the entire District, school sites and the surrounding community. At Level 3, the EOP is activated, and the entire District Emergency management organization is activated.

Step Three: Determine the Immediate Response Action

The staff and students response to any emergency/disaster is based on an understanding of the nature of the emergency/disaster, the potential hazards, the likely response services and knowledge of what individuals and groups should do to increase their chances of survival and recovery.

Immediate action responses may include: Drop cover and hold, Shelter in place, Lock down, Campus Evacuation, Off Campus Evacuation, and/or All Clear.

Step Four: Communicate the Appropriate Response Action

Based on the Emergency, we would activate members of the Emergency Incident Command System.

Pending level of Emergency communication locally is reported to parents by the Connect Ed telephone system. Significant Emergencies are then reported by the District. OSD reports and notifications are to be made to the Ventura County Operational Area via the City of Oxnard and those directives that are currently in place through the SIMS and NIMS plan.

Types of Emergencies & Specific Procedures

Aircraft Crash

1. Call 911 to report the crash. Designate whether private or commercial.
2. Notify the District Office.
3. Establish a Command Post and activate the Incident Command System.
4. Determine if any staff or students are in immediate danger. If necessary, evacuate to primary/secondary locations away from the crash site. All others are to remain at their assigned locations.
5. Render first aid as necessary.
6. Take roll and report results to the incident command center.
7. Assist emergency responders and coordinate activities accordingly.
8. Once civil/military responders have taken charge of the accident area, coordinate the release of students (if necessary) with the District Office.

Animal Disturbance

The children, staff and community members will be moved to a safe area when an animal is present, near, and/or on campus. If possible, the campus custodian may assist in securing the animal from becoming harmed or hurt anyone. The animal may be confined to a secured area until it is removed from the campus by animal control.

Armed Assault on Campus

1. Call 911
2. Institute Lockdown - Priority 1 procedures
3. Remain on Lockdown until "All Clear" is instituted by police.

Biological or Chemical Release

1. If you are notified of potentially hazardous release or accident, notify the Superintendent immediately.
2. Render first aid as necessary.
3. Establish a Command Post and implement the Incident Command System.
4. The decision to evacuate the site will be made by the Superintendent based on the recommendations of the principal and/or by competent civil authority.
5. If an evacuation order is imminent, move students and staff to a designated evacuation/shelter area. If evacuation is not imminent, students and staff should remain in classrooms or in assigned areas.
6. Until ordered to evacuate, assume that a "shelter-in-place strategy" will be employed and do the following:
 - a) Direct all students and staff to remain indoors.
 - b) Direct all heating and ventilation systems to be shut down.
 - c) Direct that all windows be closed.

XVI. PESTICIDE EXPOSURE (Pesticide Drift)

1. The principal will notify the Superintendent immediately.
2. Notify the Ventura County Agriculture Commission (805) 647-5931. Request an inspector be sent to the site immediately. If the Agricultural Commissioner's Office is closed (normal hours are 6:30 AM to 3:00 PM) call 911.
3. Notify all on campus After School/Day Care providers.
4. Notify all employees including Crossing Guards and volunteers.
5. Render first aid if necessary.
6. Until ordered to evacuate, assume that a shelter-in-place strategy will be employed and do the following:
7. Direct all students and staff to remain indoors until it is safe or directed otherwise.
8. Direct all heating and ventilation systems (HVAC) to be shut down.
9. Direct all windows to be closed.
10. Establish Command Post and implement the Incident Command System
11. As word of the incident spreads, be prepared to release students to parents or guardians.
12. Release students ONLY to a person listed on the emergency card.

13. Contact Environmental Health Department at 654-2811 to gain their assistance in handling the emergency and so that they may put local physicians on alert for possible chemical exposure treatment.
14. Contact the Fire Department for possible Hazardous Materials Team deployment.
15. The decision to evacuate the site will be made by the Superintendent or his designee based on the recommendations of the principal and/or by competent civil authority.
16. If an evacuation order is imminent, move students and staff to a designated area. If evacuation is not imminent, students and staff should remain in classrooms.
17. Should the event occur at the start of the school day, notify the following of the emergency:
18. District Office
19. Facilities and Transportation
 - a) To alert bus drivers / crossing guards
 - b) Check safety of students at any affected bus stops and popular walking route to/from school.
20. Police department
21. If contamination is present after the school day, the district will notify after-school users holding permits (youth athletic teams, scout groups, community classes, etc.) of possible concern.

District Notification Requirements:

As soon as possible, after the immediate emergency has been controlled, the District/Site will contact the following:

1. Adjacent or nearby schools.
2. All other users of the campus, including after school clubs, scout groups, athletic teams, ROPs and Child Development Centers.
3. As much as possible, ideally on the day of the event, the District will supply parents/staff with the following information:
4. Chemical involved, including how much and when the drift occurred.
5. Possible symptoms and effects to be monitored with the suggestion that the child be seen by their physician if any symptoms occur. The physician should be advised by the parent of a possible chemical exposure.
6. Mitigating actions (showering, bagging of clothing, etc.).
7. Statement of campus safety.

Post Event Cleanup /Safety Procedures:

1. In most cases, a wash-down of playground equipment, outdoor tables, railings, pillars, doors, and drinking fountains with soap and water and a thorough rinsing will suffice. In some cases, steam and/or a high-pressure hose will also be effective. Ensure that run-off from the washing process does not contaminate playgrounds or other areas of the campus.
2. If indoor areas are exposed, soap and water are generally the preferred method to clean tables, counter tops and sinks.
3. Classroom animals should be monitored for any adverse effects.
4. All HVAC filters are to be changed.
5. Evaluate potentially contaminated material on the grounds (leafy debris, play sand, bark chips) for possible cleaning or removal.

Prior Notification:

The district and/or the principal shall notify all parents of the school by taking the following actions:

1. Post a notice at a central location on the outside of the school immediately after the district and/or principal receives notification of the pesticide application.
2. Place copies of the notice in the front office.
3. Send a written notice home to parents immediately after notification is received by the district and/or principal. ConnectEd will be used for communication purposes as well. Both the written notice and the posted notice shall include all information known by the district and/or principal, pertaining to the pesticide application, i.e. the chemical, the amount of the chemical, the timing of the application, and the method of application.
4. Requests must be made to the grower that all spraying be done outside of school hours, preferably during weekends, holidays and vacations when schools and fields are not in use.
5. All windows and doors are to be closed and locked.
6. All heating, ventilation and air conditioning systems (HVAC) are to be shut down.
7. Playground equipment/surfacing material (sand and/or bark) and outdoor tables are to be covered with tarpaulins.
8. Outdoor drinking fountains are to be covered with plastic.
9. All school/classroom animals are to be removed to safe areas.

After application:

1. Remove all tarpaulins and plastic covers.

2. Tarpaulins are to be cleaned and plastic discarded.
3. Wash down all playground equipment, outdoor tables and drinking fountains.
4. Monitor the site for any conditions which will require mitigation and respond accordingly. For example, area of “standing water” should be removed or covered with clean sand. The principal will coordinate with Facilities and Operations and the District Office to assure that appropriate resources are available.
5. Refer to Post Event Clean-up Safety Procedures above for possible further actions.

Bomb Threat/ Threat Of violence

IX. BOMB THREAT

1. The receiving person should attempt to keep the caller on the line, while communicating to nearby personnel that there is a bomb threat. (This person will complete the form entitled “Bomb Threat Report” (See form following).
2. Contact the police and the District Office.
3. Administrators will call for an evacuation and establish a command post.
4. DO NOT use radios or cellular telephones.
5. An organized search of the campus will be conducted under the direction of the law enforcement agencies/principal.
6. Activate the Incident Command System; Hazard Control Unit.
7. In the event that a suspicious object is located, all personnel should be kept clear of the area until law enforcement agencies have evaluated the conditions.
8. Return to your normal routine only when the principal and the law enforcement agencies/principal give the all clear to return back to school/classes.

Nuclear Attack

This section assumes a nuclear detonation away from our area and our area not affected by the blast itself. The main concern is radioactive fallout.

1. Establish a Command Post and implement the Incident Command System. Establish communications with the District Office.
2. Direct the Facilities Unit to begin locating food and water.
3. Assign personnel to begin protecting each building containing people from fallout. Place all objects possible between the blast area and your location. Any object you can utilize for this purpose will be beneficial.
4. Shut down all heating and ventilation systems.
5. Keep students in classrooms with their backs to the interior walls.
6. Take roll and report missing students to the Principal.
7. All personnel are to remain indoors unless performing duties as assigned.
8. Upon receiving the “all clear” release students.

Bus Disaster

The following procedures are for use by bus drivers and appropriate school administrators in the event of an earthquake, serious bus accident, or other emergency that occurs while students are on a field trip or being transported to or from school.

This section addresses two possible scenarios involving a bus disaster: (1) an earthquake and (2) a serious accident or bus fire. It is important to note that drivers may need to make spontaneous, independent decisions based on the nature of the emergency, age of the children, location of the bus, and other unique circumstances to ensure children’s safety.

Procedure

Scenario 1 – Earthquake

1. Upon first indication of an earthquake, the bus driver should issue Drop, Cover, and Hold procedures to all students on the bus.
2. The bus should be moved away from all power lines, bridges, overpasses, possible landslide conditions, overhanging trees, or other dangerous situations.
3. The bus driver should set the emergency brake, turn off the ignition, and wait for the shaking to stop.
4. The bus driver should check students for any injuries and provide first aid, as appropriate.

5. In the event the bus is disabled, the driver and students should stay in place until help arrives.
6. The bus driver should contact the School Administrator and the District Transportation Director to report the location and condition of students on the bus.
7. The School Administrator will determine what additional appropriate notifications should be made and will brief the District Superintendent on the situation.
8. If the bus driver is instructed to resume the bus route, the driver should continue to pick students up. Students should only be dropped off if a responsible adult is at the bus stop.
9. If it is impossible to return to school, the bus driver should contact the School Administrator and remain with the children until further instructions are received.
10. The bus driver is responsible for all students who board the bus throughout the emergency.

Scenario 2 – Serious Accident or Bus Fire

1. The bus driver will park the bus in a safe location with the emergency brake set and the ignition off.
2. In the event of a fire, students and the driver should evacuate the bus immediately and move to a safe location away from the bus and traffic using available barricades (e.g., trees, cars) when available.
3. The bus driver will immediately call 9-1-1 and provide the exact location of the bus and wait for the arrival of emergency response personnel.
4. The bus driver should check students for injuries and provide appropriate first aid.
5. The bus driver should call the School Administrator and the District Transportation Director (refer to the Essential Contacts in the Appendices of this Plan) to report the location and condition of students.
6. The School Administrator will determine what additional appropriate notifications should be made and will and the District Superintendent on the situation.
7. The bus driver is responsible for accounting for all students throughout the emergency.

Disorderly Conduct

1. Consult with the Police Department and the District to coordinate appropriate protection.
2. Establish a Command Post and an Incident Command System. Notify the Superintendent (805) 487-3918.
3. Inform teachers and staff of the emergency situation. If necessary, signal a “Lockdown”.
4. Do not release staff or students without authorization.
5. Screen all persons entering campus. A government issued picture ID (IE: driver's license) will be required.
6. All students and staff are to remain in their respective classrooms and work areas.
7. Lock all doors and windows and close all window blinds or curtains.
8. Avoid window areas.
9. When the emergency is over, signal all clear.

Earthquake

A. INSIDE SCHOOL BUILDING:

1. The teacher, or staff member in authority, will implement action, “DUCK , COVER AND HOLD.” Stay inside building until the shaking stops.
2. Try to avoid glass and falling objects, areas where there are large panels of glass and/or heavy suspended light fixtures.
3. Do not use telephones.
4. Implement action, “LEAVE BUILDING” (long bell), when instructed to do so, after the earthquake is over and tremors have subsided. Special consideration should be given to exit routes as some exits have heavy roof structures over the doorways. Go to an open area away from trees, power poles, etc.
5. Avoid touching electrical wires and metal objects such as chain link fences.
6. Render first aid if necessary.
7. Take roll and report missing students to principal.
8. The principal/designee is to establish a command post, assess damage, activate search team and activate the incident command system.
9. Activate a buddy system; determine needs of neighboring schools.
10. Principal to request assistance through school district channels.
11. Notify the District Emergency Operations Center of any breaks in utility lines.

12. The superintendent/designee will determine the advisability of closing the school, based on the report of the principal.

B. IF OUTSIDE:

1. Move away from buildings, playground equipment, utility poles, signs, trees, metal fences, exposed wires and wet areas.
2. The safest place is in the open. Stay there until the earthquake is over.
3. Follow procedures 5 through 12 under "Inside School Building."

C. WALKING TO AND FROM SCHOOL:

1. The safest place is in the open. Stay there.
2. Move away from buildings, utility poles, signs, trees, metal fences and exposed wires.
3. DO NOT RUN! Do "DROP – TAKE COVER."
4. After an earthquake, if on your way TO school, continue to school.
5. After an earthquake, if on your way FROM school, continue home.

D. ON SCHOOL BUS:

1. If possible, the bus driver will pull to the side of the road away from any buildings, poles, and large trees issue command "DROP – TAKE COVER."
2. Turn off ignition and set brakes.
3. Wait until the earthquake is over.
4. If possible, contact dispatch office by radio for instructions.

E. HANDICAPPED STUDENTS:

1. Students with handicap conditions may need special assistance and instruction regarding falling debris. Additional drills may be needed to make certain the procedures are mastered.
2. Each handicapped student's needs should be assessed in relation to the possibility of a disaster and his/her preparedness.

Explosion or Risk Of Explosion

1. DUCK, COVER, AND HOLD command is to be given immediately. Do not approach windows or doors.
2. If the explosion is not in the building, students and staff are to remain at their assigned locations until directed by competent authority.
3. If necessary, move to primary/secondary evacuation locations outside the building and away from the location of the explosion.
4. Render first aid as necessary.
5. Notify authorities (911) and the Superintendent.
6. Activate the Incident Command System.
7. Teachers are to take roll and report missing students to the office.
8. If possible to fight small fires without endangering life, do so.
9. If necessary, notify utility companies of any breaks in their lines.

Fire in Surrounding Area

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.

12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Fire on School Grounds

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Flooding

- 1) Warning of an impending flood would normally be received at the endangered location by telephone from the District Office or from a civil agency (police or fire). If access to the Internet is available, the national weather service supplies current weather information, including severe weather warnings at <http://www.nwsia.noaa.gov>.
- 2) Establish a Command Post and communicate with the District Office. The predicted extent of the flood and the amount of time before it arrives will determine the course of action.
- 3) Keep students indoors until it is determined to be safe
- 4) Move students to pre-designated assembly areas if an evacuation is ordered.
- 5) Teachers are to take roll, complete Disaster Report, and report all missing students to the office.
- 6) The principal may initiate the following emergency actions:
 - Dismiss school.
 - Leave campus and move to a safe place

Loss or Failure Of Utilities

1. Notify the appropriate utility company and the District Office.
2. Determine if any power, sewer, gas or water lines are down or ruptured on or adjacent to the campus. If so, activate the Incident Command System.
3. Determine if an evacuation is necessary.
4. Use emergency lighting (flashlights) and open window shades to provide as much light as possible.
5. Should the utility failure be for an extended period, make recommendations to and coordinate activities with the District Office.

Motor Vehicle Crash

1. Call 911 to report the crash.
2. Evaluate situation and initiate aid as needed.

3. Notify the District Office.
4. Establish a command post as needed.
5. Determine if any staff or students are in immediate danger. If necessary evacuate location to move away from crash.
6. Consult with District Office and Emergency personnel for further direction and coordinate activity as needed.

Psychological Trauma

Many emergencies may result in psychological trauma for students and school staff. These emergencies may include an act of violence; the death of a student or staff member; an earthquake or other natural disaster; a serious environmental problem; or ethnic and racial tensions. Emergencies may result in the following conditions:

- Temporary disruption of regular school functions and routines
- Significant interference with the ability of students and staff to focus on learning
- Physical and/or psychological injury to students and staff
- Concentrated attention from the community and news media

As a result, students and staff may exhibit a variety of psychological reactions. Once the physical safety of those involved has been ensured, attention must focus on meeting the emotional and psychological needs of students and staff.

Specific procedures relating to crisis management can be found in the Oxnard School District – School Crisis Intervention Team Manual.

Procedure

1. The School Administrator will contact the District Superintendent to establish a Crisis Intervention Team, which has primary responsibility for providing necessary assistance after all types of crises.
2. The District Superintendent will determine whether a District EOC activation is necessary to support school site Crisis Intervention Team operations.
3. The Crisis Intervention Team will assess the range of crisis intervention services needed during and following an emergency.
4. The Crisis Intervention Team will provide direct intervention services for students and staff.
5. The School Administrator, District Superintendent and Crisis Intervention Team will work together to determine when and how school functions should be restored.
6. The Crisis Intervention Team should provide ongoing assessment, if needed, as well as follow-up services, as required.

Suspected Contamination of Food or Water

The following procedure should be followed if any school staff member reports suspected contamination of food or water. This procedure applies where there is evidence of tampering with food or packaging, observation of suspicious individuals in proximity to food or water supplies, or if the school is notified of possible food/water contamination by District staff or local agencies. Indicators of contamination may include unusual odor, color, or taste, and/or multiple persons with unexplained nausea, vomiting, or other illnesses.

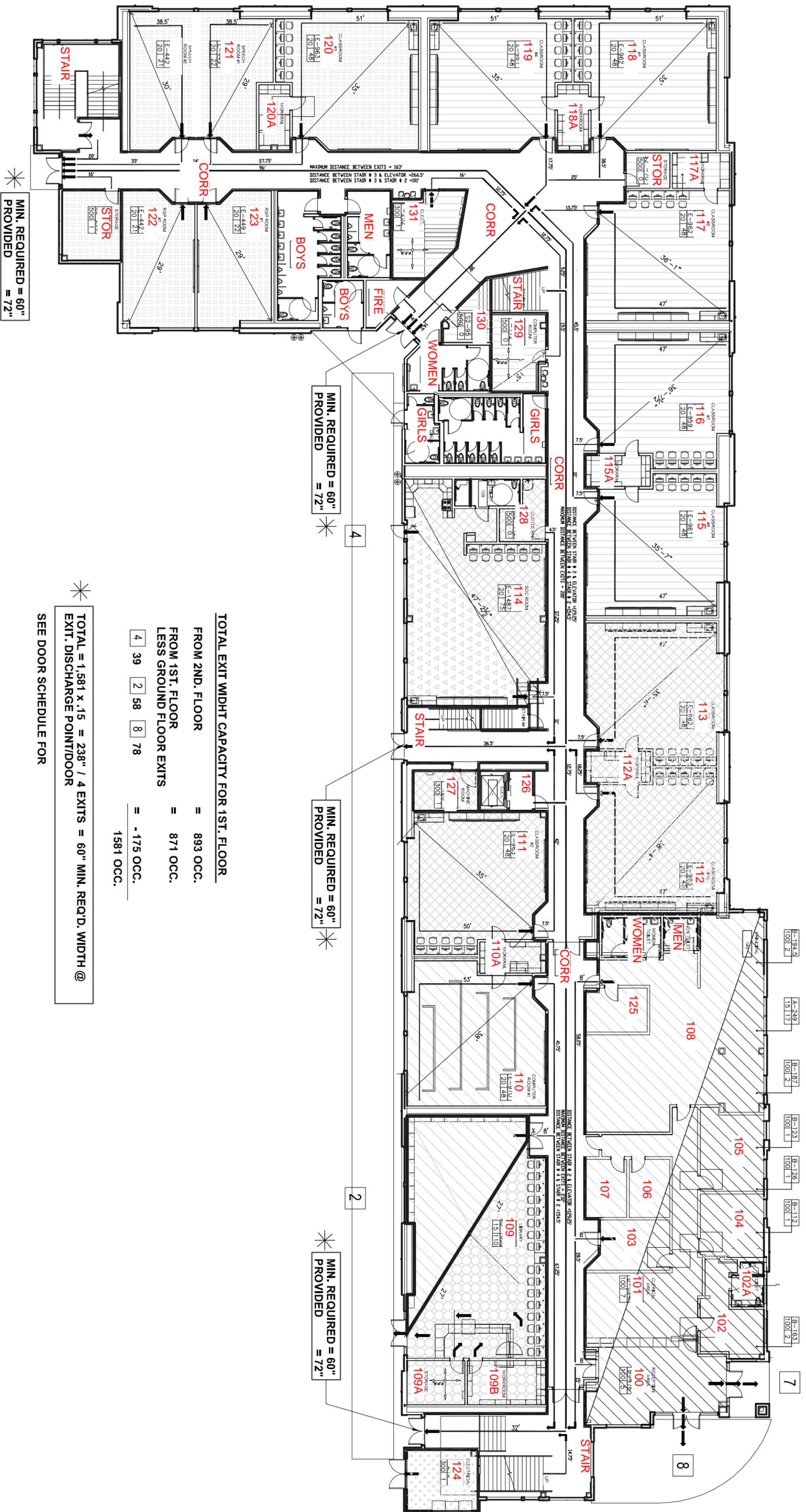
Procedure

1. Upon indication of suspected contamination, the School Administrator will work with appropriate school staff to isolate the suspected food/water. Access should be restricted to the contaminated area to prevent consumption of food/water.
2. The School Administrator should call 9-1-1, District Superintendent, Child Nutrition Services and Ventura County Public Health .
3. District Superintendent will determine whether a District EOC activation is necessary to support school site operations.
4. School medical personnel should assess the need for medical attention and provide first aid, as appropriate.
5. The School Administrator and school staff will make a list of all potentially affected students and staff along with their symptoms, the food/water suspected to be contaminated, and the quantity and description of products consumed. The list should be provided to responding authorities.
6. The School Administrator should work with local authorities and District Superintendent to determine necessary follow-up actions, including the need to notify other potentially affected schools in the District.
7. The School Administrator and District Superintendent will work with Ventura County Public Health to determine when normal school operations can resume.
8. The School Administrator will ensure that parents are notified of the incident, as appropriate.

Unlawful Demonstration or Walkout

The administrator will contact the District Superintendent for direction.

Emergency Evacuation Map



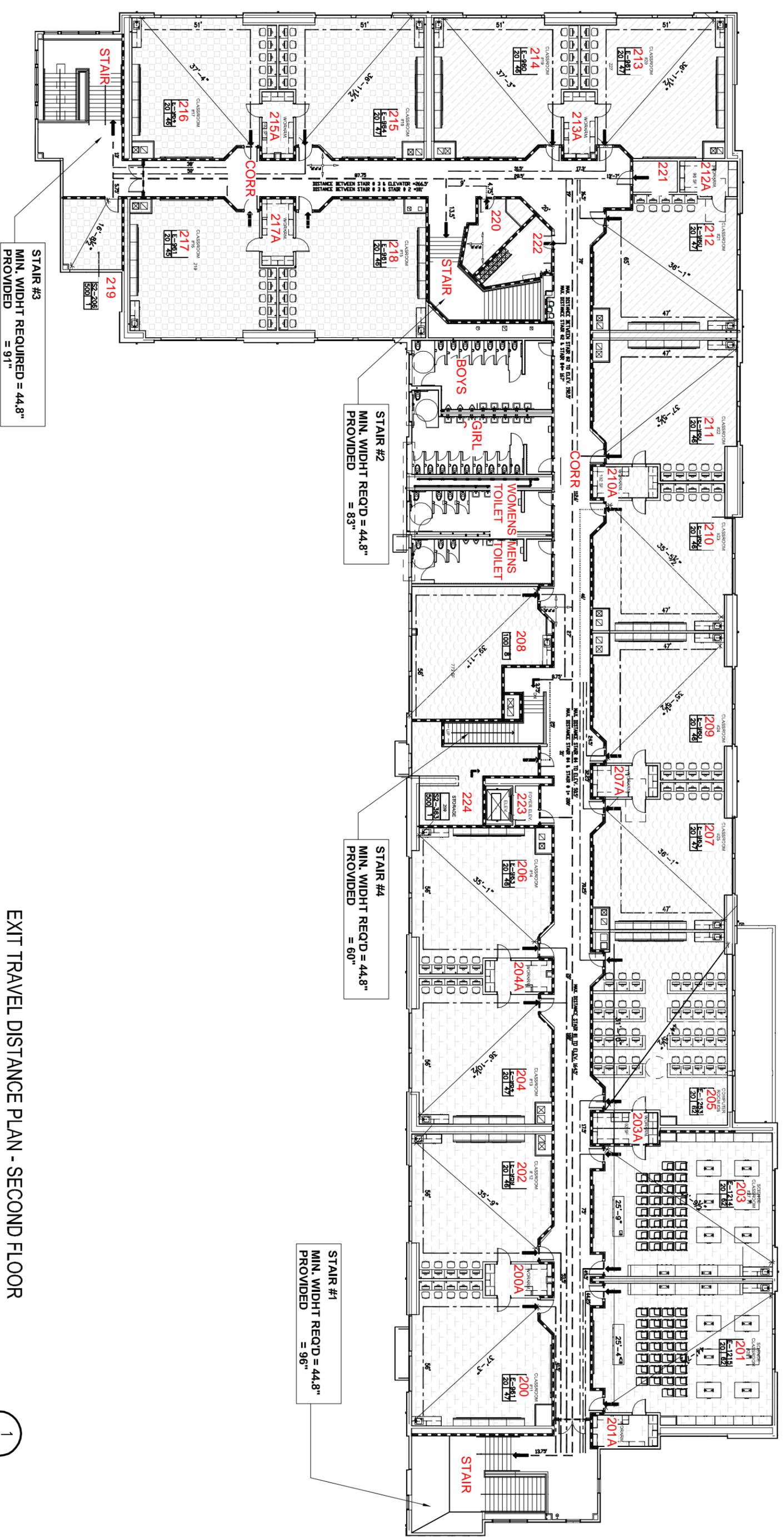
MIN. REQUIRED = 60"
PROVIDED = 72"

TOTAL EXIT WIDTH CAPACITY FOR 1ST. FLOOR

FROM 2ND. FLOOR	=	893 OCC.
FROM 1ST. FLOOR	=	871 OCC.
LESS GROUND FLOOR EXITS	=	-175 OCC.
TOTAL	=	1581 OCC.

TOTAL = 1,581 x .15 = 238" / 4 EXITS = 60" MIN. REQ'D. WIDTH @
EXIT DISCHARGE POINT/DOOR

SEE DOOR SCHEDULE FOR



STAIR #3
MIN. WIDTH REQUIRED = 44.8"
PROVIDED = 91"

STAIR #2
MIN. WIDTH REQ'D = 44.8"
PROVIDED = 83"

STAIR #4
MIN. WIDTH REQ'D = 44.8"
PROVIDED = 60"

STAIR #1
MIN. WIDTH REQ'D = 44.8"
PROVIDED = 96"

EXIT TRAVEL DISTANCE PLAN - SECOND FLOOR

SCALE: N.T.S



2014-2015



Motor Room 1210	GIRLS LOCKER ROOM 1209	BOYS Locker Room 1208	PE Classroom Tunin/TBD 1207
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NFL 1501	McMillan 1 TBE 1502	Cobian 1 TBE 1503	SUPPORT SERVICES 1504
-------------	---------------------------	-------------------------	--------------------------

Desales 2 601	Patiño 2 TBE 602	Rodriguez 2 TBE 603	Gonzales 2 604	Custodian 605	608 607 606
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Escobar SDC K-2 701	Figueroa K 702	Heaton 1 SEI 703	Rose 1 SEI 704	705	707 706
---------------------------	----------------------	------------------------	----------------------	-----	------------

Pre K 1401	TK Dual Valerio 1402	Christianson 1301
---------------	----------------------------	----------------------

Kinder Dual 901 Wilder	Kinder Dual 902 Moncayo
------------------------------	-------------------------------

Under Construction until 2015				STORAGE
KINDER 801	KINDER 802	KINDER 803	KINDER 804	

214	Cafeteria - 201
213	
209	

**New RSP in the cafeteria office
** Jason in the stage office

Lasley 216	LaRaia 215	Styring 214	Magana 213
Stor.219 Heaton 217	Prentice 218	Boy's RR	DATA 221
2nd Floor		Girl's RR	Reyes 212
		Woman's RR	Lepe 211
		Men's RR	Lumas 210
		Nosan-SDC 5-7208	Gereau 7 209
		Magana 7 206	L.Medrano8 207
		C.Medrano 8 204	Jeworski-ELA 205
		Federman 7 203	Buttumukkalla 7th Sc 203
		Davis 8 200	Haun 8th 201

Ortiz 121	Torres 120	Velasquez 119	Solis 118
Stor.133 Carranza 122	Cornish 123		Dufau 117
First Floor		Girl's RR	Soto 116
		Custodian 128	Zegers 115
		Tolle SDC 3-5 114	TBD 113
		Duran 111	Carey 112
		Ontiveros 110	Teacher Workroom and Administrative Offices
		Library 109	

NINTH STREET
DRIFFILL SCHOOL

2014-15 Projected Classroom Needs

TK/Kinder - 5
First - 4
Second - 6

Third - 5
Fourth - 4
Fifth - 4
Sixth - 4

SDC - 3
Seventh/Eighth - 9
Special Ed Support Staff - 4 1/2
ISP/ Kinder Support

Comprehensive School Safety Plan SB 187 Compliance Document

2014-2015 School Year

School: Elm Street Elementary School
CDS Code: 56725386055289
District: Oxnard School District
Address: 450 E. Elm Street
 Oxnard, CA 93033
Date of Adoption: February 9, 2015

Approved by:

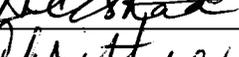
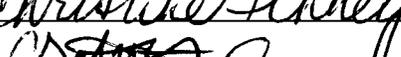
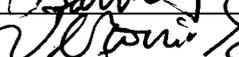
Name	Title	Signature	Date
Leticia Ramos	Principal		2/25/15
Shirley Tolman	ORC		2/25/15
Patricia Ambriz	School Site Council Chair		2/25/15
Hannah Estrada	School Resource Officer		2/25/15
Christine Finney	Teacher		2/25/15
Corina Saturnino	Teacher		2/25/15
Veronica Gonzalez	Teacher		2/25/15
Xochitl Ortega	Teacher		2/25/15

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Senate Bill 187: Comprehensive School Safety Plan Purpose

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 AB 115. 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 of the Comprehensive School Safety Plan is available for review at Elm Street Elementary School's office.

Safety Plan Vision

We, the dedicated teachers of Elm Street School, are committed to reaching the needs of all our students; whatever it takes. By meeting the diverse needs of our students we will educate, challenge and empower our students to compete as productive members of our society. We realize that we must work together, be supportive and flexible with each other in order to meet Elm's students' needs and provide them with a successful learning environment. This year we will use data analysis to guide our instruction and interventions to determine if our efforts are effective. We will continue to implement the Response to Intervention model in addition continue to also provide extra support to students who need additional support beyond classroom instruction and Tier I interventions through our Oxnard Scholars After School Program. Elm staff are committed to the full implementation of state adopted materials, intervention programs, and Common Core State Standards. We believe following these commitments will help us reach our goals.

We also realize that in order to provide students with a successful learning environment, we must implement a safe school plan. The plan would focus on implementing a safe school curriculum with an emphasis on good moral character development, social skills, and camaraderie/good-fellowship. We are actively implementing a comprehensive school-wide discipline system, CHAMPS, for the 2014-2015 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 Elementary School Safety Committee

Leticia Ramos, Principal
Shirley Tolman, ORC
Christine Finney, Teacher
Corina Saturnino, Teacher
Veronica Gonzalez, Teacher
Xochitl Ortega, Teacher
School Site Council
Hannah Estrada, School Resource Officer

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. The principal and staff are committed to maximizing school safety and to creating a positive learning environment that teaches strategies for violence prevention and emphasizes high expectations for student conduct, responsible behavior, and respect for others. Classroom doors are locked at all times. Our school is implementing fire and evacuation drills once a month, earthquake drills quarterly, and lockdown drills twice a year.

After reviewing current policies and procedures in place at Elm Street School with our School Resource Officer and the district's Risk Management Department, it was determined by the School Safety Committee that the following areas need to be addressed:

- Behavioral Expectations
- Discipline and Consequences
- Internal Security Procedures
- Ingress/Egress Routes

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

The following strategies were discussed to address the needs of the School Safety Assessment:

- Behavioral Expectations/Discipline and Consequences:

We have decided to implement the CHAMPS Behavior Management System for the 2014-15 school year here at Elm Street School. We are confident that this system will provide school-wide behavioral expectations, as well as discipline and consequences for all students in grades TK through Fifth Grades. We will develop school-wide rules for the cafeteria, hallways, library, computer lab, 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.

- Internal Security Procedures-

We have dedicated many hours of preparation and training to developing a response to emergency situations. We have worked with our School Safety Officer (SRO) and the local police department to review and practice current lockdown procedures. We have decided that practicing these lockdown procedures at minimum of two times a year will prepare students and staff for this emergency situation. We also discussed fire drills and continued to 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. All individuals are to sign-in at the school office upon arrival on site. They will then be asked what their needs are and given a visitor's pass so they may access the area of campus they need.

Ingress/Egress Routes-

It was decided by students and parents that designated ingress and egress routes continue and a closed campus also continue to be implemented. The school site will open Gisler gates from 7:30-8:00 a.m. to allow students access at the beginning of the school day. The front office will also be available at this time to allow parents access to campus. Buses will drop off students at the Fir gates during this time. The same access points will be available during egress, from 2:10-2:25 pm.

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

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.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

Disaster Plan (See Appendix C-F)

GENERAL: The 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.

A. Mass panic can be one of the greatest dangers to students. Staff members should remember that in times of stress, students will look for leadership to those who are normally in an authoritative position. REMAIN CALM, size up the situation and take action based on known facts and plans.

B. 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.

C. A well-prepared and tested plan for prompt and positive protection minimizes injuries and loss of life in a major disaster.

D. 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.

E. 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.

F. Emergency Announcements will be provided on the following radio stations.

AM Radio Stations:

Ventura: KVTA 1520

Los Angeles: KNX 1070

Spanish: KTRO 1520

FM Radio Stations:

Ventura: KHAY 100.7

Los Angeles: KBIG 104.3

Oxnard: KCAQ105

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.

(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.
 - k) Disrupted school activities or otherwise willfully defied the valid authority
 - 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.
 - 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

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

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: (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.

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.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Whenever a student is identified as violent or dangerous per E.C. 49079 the teacher will be informed by the principal. The teacher shall keep this information in confidence and must not further disseminate it. However, if the teacher believes that the student is improperly placed (or is an immediate danger) these opinions (and related observations) should be shared with the principal immediately. The Student Study Team, and/or District SARB should be used for referral or added support in such cases. The district office also has a responsibility to insure that all appropriate actions are taken to identify, notify and support necessary interventions with regard to violent or dangerous pupils.

NOTICE OF SCHOOL DISRUPTION

Directive to Leave School Grounds Now

Your behavior constitutes an unlawful disruption at school in violation of Penal Code §§ 71, 601 and 626.8, Education Code §§ 44810 and 44811, and/or Code of Civil Procedure § 527.8.

YOU ARE DIRECTED TO LEAVE SCHOOL PROPERTY IMMEDIATELY

The school district has procedures for resolving complaints and disputes which you may take advantage of if you wish. Please call (805) 487-3918 for further information. Personnel at the Oxnard District Office will assist in situations such as these.

(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 WHO?, Assistant Superintendent (805) 487-3918. 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, Pupil Support Services, 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)

Elm Street School Dress Policy:

All students will be held to Elm Street School Dress 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 may be called at home or work to bring appropriate clothing to school. School dress codes are regularly reviewed by the School Site Council and/or School Safety Committee following board of education policies: 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. (Education Code 35294.1)

1. 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.
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 bare 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. 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.
5. Gym shorts may not be worn in classes other than physical education.
6. 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 such crazy hair day.
7. Shirts should be tucked in and the seat of pants cannot sag.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

Safe Ingress- All students will arrive at school before the first bell (7:55 a.m.) and dropped off at the Gisler gate entrance or the Fir gate bus drop area. 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.

Safe Egress- All students will be dismissed by teachers at designated dismissal time and with teacher supervision. Parents are required to stop at office to sign-out their child if leaving early. 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.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

Positive School Climate

Element:

Behavioral Expectations and Consequences

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. Most staff was trained in CHAMPS during June 2014 for full implementation of CHAMPS at Elm School for 2014-2015 school year.

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Implement the techniques learned from CHAMPS.	Elm School staff and students shall complete CHAMPS training and implement the program throughout the school year.	<ul style="list-style-type: none"> • CHAMPS behavior system • Posters to support CHAMPS • CHAMPS professional development for staff 	Principal Instructional Coach Teachers ORC Psychologist Speech Therapist	
2) Train all staff on all proper emergency response procedures and their responsibilities during a disaster such as lockdowns, evacuation, fire, and earthquake drills, student disturbance, bomb threat, hostage situation, utility failure, flood/tidal wave/prolonged rain, terrorist attack, and nuclear attack.	Hold meetings and training throughout the year for ALL STAFF on emergency procedures in relation to lockdowns, fire drills, earthquakes, evacuation, and other natural disasters.	FEMA courses Training manuals	School Safety Committee Principal	
3) Reduce the amount of office referrals for violent/bullying behavior.	Elm School will identify and share effective classroom bullying strategies and practices to more effectively handle such behavior. Develop an anti-bullying campaign	Anti-Bullying Campaign Anti-Bullying T-Shirts CHAMPS	ORC Principal Teachers	
4) Hold emergency drills regularly.	Elm School will hold monthly fire drills, quarterly earthquake and evacuation drills, and two lockdown drills during the school year.	Oxnard Police Department Oxnard School District	School Safety Committee	

Component:

Safe Physical Environment

Element:

Internal Security Procedures

Opportunity for Improvement:

Ongoing review of safety plan and professional development.

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 protocol	meeting venue computer	Administrator, Office Staff, Safe School Committee	
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 protocol	meeting venue computer	Administrator, Office Staff, Safe School Committee	
3) Work with OPD and community to create a safe and crime-free community.	Safety Committee will meet with OPD and community members to discuss school and community issues and decide on how to work together to provide solutions for these issues.	meeting venue computer	Administrator, Safety Committee	

Component:

Building Students' Resiliency Skills

Element:

Resiliency

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.

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Teachers, support staff, administration, parents and students will work together to build a sense of community within the school and community.	Staff shall practice a code of ethics that embraces Cultural Proficiency. Staff will work with parents and students in a way that affirms universal human values such as respect, honesty, and fairness.	Cultural Training Proficiency	Principal Teachers	
2) Staff, in partnership with district, school counselor, 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.		ORC Principal Psychologist	
3) Elm School shall have visible staff and parental presence.	Elm administration will encourage staff members and parents to be visible when in route to and from school.	Principal Support Staff Parents	Principal	
4) Elm School will survey staff and 5th grade students through the use of the California Healthy Kids Survey and use results to identify safety issues.	Elm School will participate in the California Healthy Kids Survey by administering survey to staff and 5th grade students.	CHKS Surveys and Data Results	Principal ORC	
5) Elm School will continue to work with parents, staff, community members, and the Oxnard Police Department personnel to create a crime-free and safe school community.	Elm School will establish a safety committee which shall include the Principal, a student representative, a staff representative, a police officer, parents, and other community representatives.	Community Members Oxnard Police Department Oxnard School District Neighbor Schools	Principal	

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Elm Street 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.

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 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 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.

Students May Be Disciplined for the Following Reasons:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
 - (3) Willfully used force or violence upon the person of another, except in self-defense.
 - r) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
 - s) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
 - t) 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.
 - u) Committed or attempted to commit robbery or extortion.
 - v) Caused or attempted to cause damage to school property or private property.
 - w) Stole or attempted to steal school property or private property.
 - x) Possessed or used tobacco, or tobacco products.
 - y) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - z) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - aa) Disrupted school activities or otherwise willfully defied the valid authority
 - bb) Knowingly received stolen school property or private property.
 - cc) Possessed an imitation firearm.
 - dd) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - ee) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - ff) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - gg) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - 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.

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 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.

Conduct Code Procedures

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.

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Visit your school periodically and participate in conferences as called.

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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.

(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 so as 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 on the basis of 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 site leadership team, staff, School Site Council, Safety Committee, Resource Officer, 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

Safety Plan Appendices

Emergency Contact Numbers

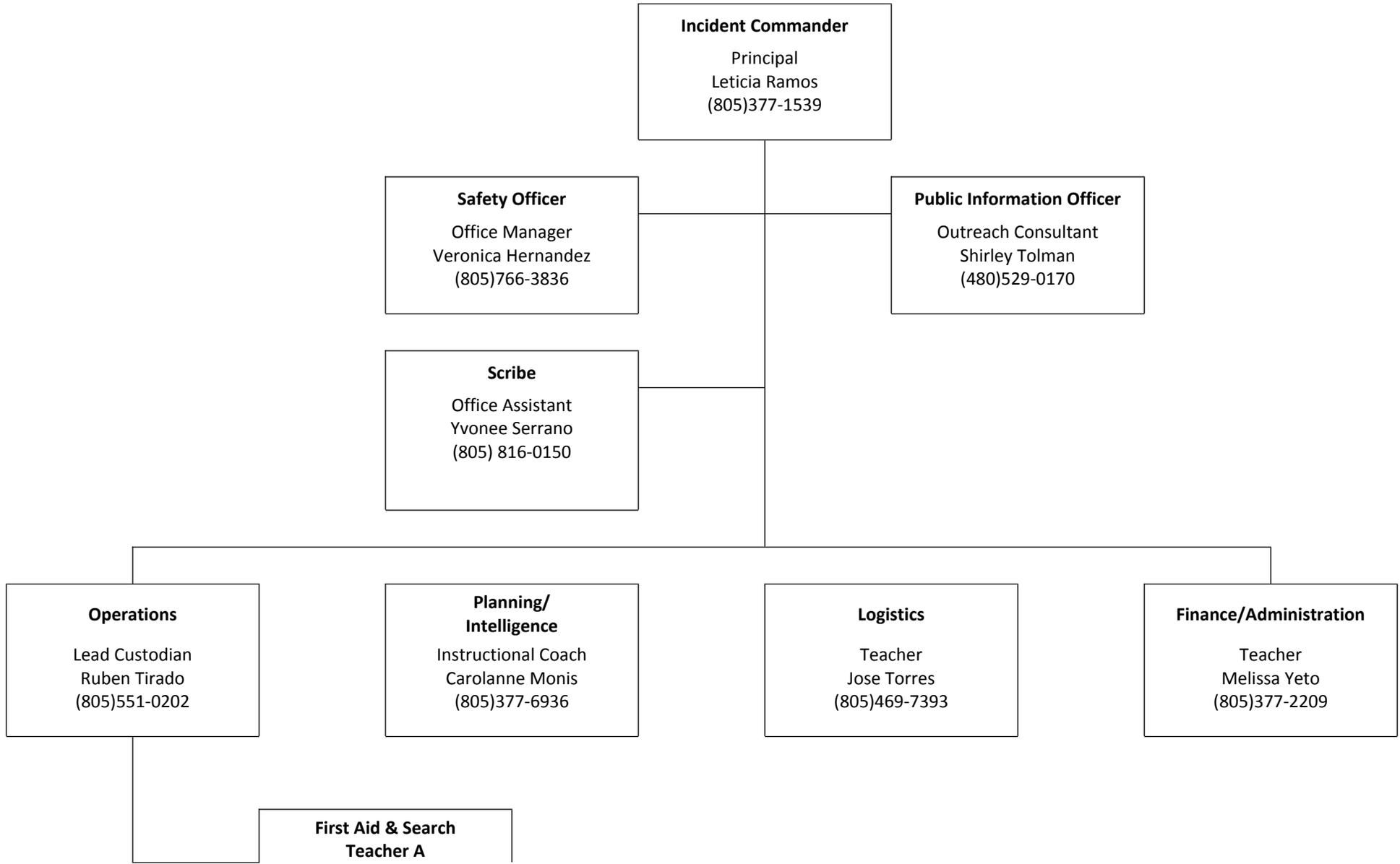
Utilities, Responders and Communication Resources

Type	Vendor	Number	Comments
Law Enforcement/Fire/Paramedic	Ventura County Sheriff's Department	911	
Law Enforcement/Fire/Paramedic	Police Department	911 from a land line; 486-1663 from cell phone	
Law Enforcement/Fire/Paramedic	Fire/Paramedic Emergency	911	
Law Enforcement/Fire/Paramedic	Ventura County Children & Family Services	654-3200	Human Resources Department
Public Utilities	Southern California Edison	1-800-655-4555 - 0	
Public Utilities	Southern California Gas	1(800) 427-2200 - 1	
Public Utilities	Telephone Repair	611	
Local Hospitals	St. Johns Hospital	988-2500	
Local Hospitals	Ventura County Medical Center	652-6000	
Local Hospitals	Community Memorial Hospital	652-5011	

Safety Plan Review, Evaluation and Amendment Procedures

Activity Description (i.e. review steps, meetings conducted, approvals, etc)	Date and Time	Attached Document (description and location)
In September, review plan with staff. Review plan regularly with Safety Committee at each scheduled meeting. In February review plan with Leadership Team, Staff, Safety Committee, and School Site Council. Update plan annually in February.	Ongoing	
Staff meeting is held to review safety procedures in Safety Plan.	Annually in September	
Safety Plan is shared with ELAC and SSC for approval.	Annually in February	

Elm Street Elementary School Incident Command System



Teacher
Danielle Dugas
(805)844-7390

**Student Release &
Accountability
TeacherB**
Attendance Technician
Jessica Carrillo
(805)402-0478

Incident Command Team Responsibilities

Standardized Emergency Response Management System Overview

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:

Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency

It is important to note that school administrators are responsible for the health and safety of students and staff during an emergency. Although the following procedures refer to specific actions, school administrators must exercise discretion in implementing standardized procedures and should consider modifications as necessary to ensure the health and safety of all personnel during an emergency. These might include: Earthquake, Hazardous materials, Flooding, Fire, Dam Failure, Transportation Incident (Air, Train, Truck), School Violence, Terrorism, Tsunami, and Public Health Emergency.

Step Two: Identify the Level of Emergency

OSD emergency response and recovery operations will be managed in one of three modes, depending on the magnitude of the emergency/disaster.

Level 1 is a minor incident that is quickly resolved and internal resources or limited help. The District will maintain normal staffing and reporting protocols. At this operational level, the environment is monitored for changes.

Level 2 is a more significant emergency that impacts district buildings and or school sites. For level 2 the Emergency Operations Plan is activated. The EOC will be activated but only those functions that are needed to coordinate and support emergency operations will be activated. The EOC Director will determine the magnitude of the emergency and coordinate its resolution or, if the emergency continues to develop, a Level 3 response will be activated. Other key staff may be alerted, depending on the nature of the emergency.

Level 3 is a disaster that involves the entire District, school sites and the surrounding community. At Level 3, the EOP is activated, and the entire District Emergency management organization is activated.

Step Three: Determine the Immediate Response Action

The staff and students response to any emergency/disaster is based on an understanding of the nature of the emergency/disaster, the potential hazards, the likely response services and knowledge of what individuals and groups should do to increase their chances of survival and recovery.

Immediate action responses may include: Drop cover and hold, Shelter in place, Lock down, Campus Evacuation, Off Campus Evacuation, and/or All Clear.

Step Four: Communicate the Appropriate Response Action

Based on the Emergency, we would activate members of the Emergency Incident Command System.

Pending level of Emergency communication locally is reported to parents by the Connect Ed telephone system. Significant Emergencies are then reported by the District. OSD reports and notifications are to be made to the Ventura County Operational Area via the City of Oxnard and those directives that are currently in place through the SIMS and NIMS plan.

Types of Emergencies & Specific Procedures

Aircraft Crash

1. Call 911 to report the crash. Designate whether private or commercial.
2. Notify the District Office.
3. Establish a Command Post and activate the Incident Command System.
4. Determine if any staff or students are in immediate danger. If necessary, evacuate to a safe area. All others are to remain at their assigned locations.
5. Render first aid as necessary.
6. Take roll and report results to the principal.
7. Assist emergency responders and coordinate activities accordingly.
8. Once civil/military responders have taken charge of the accident area, coordinate the release of students (if necessary) with the District Office.

Animal Disturbance

Call animal control. Keep students away from animal. Try to contain animal in one area if necessary

Armed Assault on Campus

1. Call 911
2. Institute Lockdown - Priority 1 procedures
3. Remain on Lockdown until "All Clear" is instituted by police.

Biological or Chemical Release

1. If you are notified of potentially hazardous release or accident, notify the Superintendent immediately.
2. Render first aid as necessary.
3. Establish a Command Post and implement the Incident Command System.
4. The decision to evacuate the site will be made by the Superintendent based on the recommendations of the principal and/or by competent civil authority.
5. If an evacuation order is imminent, move students and staff to a designated evacuation/shelter area. If evacuation is not imminent, students and staff should remain in classrooms or in assigned areas.
6. Until ordered to evacuate, assume that a "shelter-in-place strategy" will be employed and do the following:
 - 1). Direct all students and staff to remain indoors.
 - 2). Direct all heating and ventilation systems to be shut down.
 - 3). Direct that all windows be closed.

PESTICIDE EXPOSURE (Pesticide Drift)

1. The principal will notify the Superintendent immediately.
2. Notify the Ventura County Agriculture Commission (805) 647-5931. Request an inspector be sent to the site immediately. If the Agricultural Commissioner's Office is closed (normal hours are 6:30 AM to 3:00 PM) call 911.
3. Notify all on campus After School/Day Care providers.
4. Notify all employees including Crossing Guards and volunteers.
5. Render first aid if necessary.
6. Until ordered to evacuate, assume that a shelter-in-place strategy will be employed and do the following:
 1. Direct all students and staff to remain indoors until it is safe or directed otherwise.
 2. Direct all heating and ventilation systems (HVAC) to be shut down.
 3. Direct all windows to be closed.
7. Establish Command Post and implement the Incident Command System
 1. As word of the incident spreads, be prepared to release students to parents or guardians.
 2. Release students ONLY to a person listed on the emergency card.
8. Contact Environmental Health Department at 654-2811 to gain their assistance in handling the emergency and so that they may put local physicians on alert for possible chemical exposure treatment.
9. Contact the Fire Department for possible Hazardous Materials Team deployment.

10. The decision to evacuate the site will be made by the Superintendent or his designee based on the recommendations of the principal and/or by competent civil authority.
11. If an evacuation order is imminent, move students and staff to a designated area. If evacuation is not imminent, students and staff should remain in classrooms.
12. Should the event occur at the start of the school day, notify the following of the emergency:
 1. District Office
 2. Facilities and Transportation
 - a. To alert bus drivers / crossing guards
 - b. Check safety of students at any affected bus stops and popular walking route to/from school.
 3. Police department
13. If contamination is present after the school day, the district will notify after-school users holding permits (youth athletic teams, scout groups, community classes, etc.) of possible concern.

District Notification Requirements:

As soon as practical after the immediate emergency has been controlled, the District/Site will contact the following:

1. Adjacent or nearby schools.
2. All other users of the campus, including after school clubs, scout groups, athletic teams, ROP's and Child Development Centers.
3. As much as possible, ideally on the day of the event, the District will supply parents/staff with the following information:
 1. Chemical involved, including how much and when the drift occurred.
 2. Possible symptoms and effects to be monitored with the suggestion that the child be seen by their physician if any symptoms occur. The physician should be advised by the parent of a possible chemical exposure.
 3. Mitigating actions (showering, bagging of clothing, etc.).
 4. Statement of campus safety.

Post Event Cleanup /Safety Procedures:

1. In most cases, a wash down of playground equipment, outdoor tables, railings, pillars, doors, and drinking fountains with soap and water and a thorough rinsing will suffice. In some cases, steam and/or a high-pressure hose will also be effective. Ensure that runoff from the washing process does not contaminate playgrounds or other areas of the campus.
2. If indoor areas are exposed, soap and water are generally the preferred method to clean tables, counter tops and sinks.
3. Classroom animals should be monitored for any adverse effects.
4. All HVAC filters are to be changed.
5. Evaluate potentially contaminated material on the grounds (leafy debris, play sand, bark chips) for possible cleaning or removal.

Prior Notification:

1. The district and/or the principal shall notify all parents of the school by taking the following actions:
 1. Post a notice at a central location on the outside of the school immediately after the district and/or principal receives notification of the pesticide application.
 2. Place copies of the notice in the front office; and
 3. Send a written notice home to parents immediately after notification is received by the district and/or principal. Both the written notice and the posted notice shall include all information known by the district and/or principal, pertaining to the pesticide application, i.e. the chemical, the amount of the chemical, the timing of the application, and the method of application.
2. Requests must be made to the grower that all spraying be done outside of school hours, preferably during weekends, holidays and vacations when schools and fields are not in use.
3. All windows and doors are to be closed and locked.
4. All heating, ventilation and air conditioning systems (HVAC) are to be shut down.
5. Playground equipment/surfacing material (sand and/or bark) and outdoor tables are to be covered with tarpaulins.
6. Outdoor drinking fountains are to be covered with plastic.
7. All school/classroom animals are to be removed to safe areas.

After application:

1. Remove all tarpaulins and plastic covers.
2. Tarpaulins are to be cleaned and plastic discarded.
3. Wash down all playground equipment, outdoor tables and drinking fountains.
4. Monitor the site for any conditions which will require mitigation and respond accordingly.

For example, area of “standing water” should be removed or covered with clean sand. The principal will coordinate with Facilities and Operations and the District Office to assure that appropriate resources are available.

5. Refer to Post Event Clean-up Safety Procedures above for possible further actions.

Bomb Threat/ Threat Of violence

BOMB THREAT

1. The receiving person should attempt to keep the caller on the line and complete the form entitled “Bomb Threat Report” (see form following).
2. Contact the police and the District Office.
3. Establish a command post.
4. If appropriate, send staff a written message to search own classroom (see sample emergency message following).
5. If deemed necessary, evacuate. Determine if you will evacuate prior to conducting a search.
6. DO NOT use radios or cellular telephones.
7. An organized search of the campus should be conducted under the direction of the principal or law enforcement agencies.
8. Activate the Incident Command System; Hazard Control Unit.
9. In the event that a suspicious object is located, all personnel should be kept clear of the area until law enforcement agencies have evaluated the conditions.
10. Return to your normal routine only when the principal and the law enforcement agencies are confident that any threat has passed.

NUCLEAR ATTACK

This section assumes a nuclear detonation away from our area and our area not affected by the blast itself. The main concern is radioactive fallout.

1. Establish a Command Post and implement the Incident Command System. Establish communications with the District Office.
2. Direct the Facilities Unit to begin locating food and water.
3. Assign personnel to begin protecting each building containing people from fallout. Place all objects possible between the blast area and your location. Any object you can utilize for this purpose will be beneficial.
4. Shut down all heating and ventilation systems.
5. Keep students in classrooms with their backs to the interior walls.
6. Take roll and report missing students to the Principal.
7. All personnel are to remain indoors unless performing duties as assigned.
8. Upon receiving the “all clear” release students.

Bus Disaster

The following procedures are for use by bus drivers and appropriate school administrators in the event of an earthquake, serious bus accident, or other emergency that occurs while students are on a field trip or being transported to or from school.

This section addresses two possible scenarios involving a bus disaster: (1) an earthquake and (2) a serious accident or bus fire. It is important to note that drivers may need to make spontaneous, independent decisions based on the nature of the emergency, age of the children, location of the bus, and other unique circumstances to ensure children’s safety.

Procedure

Scenario 1 – Earthquake

1. Upon first indication of an earthquake, the bus driver should issue Drop, Cover, and Hold procedures to all students on the bus.
2. The bus should be moved away from all power lines, bridges, overpasses, possible landslide conditions, overhanging trees, or other dangerous situations.
3. The bus driver should set the emergency brake, turn off the ignition, and wait for the shaking to stop.
4. The bus driver should check students for any injuries and provide first aid, as appropriate.
5. In the event the bus is disabled, the driver and students should stay in place until help arrives.

6. The bus driver should contact the School Administrator and the District Transportation Director to report the location and condition of students on the bus.
7. The School Administrator will determine what additional appropriate notifications should be made and will brief the District Superintendent on the situation.
8. If the bus driver is instructed to resume the bus route, the driver should continue to pick students up. Students should only be dropped off if a responsible adult is at the bus stop.
9. If it is impossible to return to school, the bus driver should contact the School Administrator and remain with the children until further instructions are received.
10. The bus driver is responsible for all students who board the bus throughout the emergency.

Scenario 2 – Serious Accident or Bus Fire

1. The bus driver will park the bus in a safe location with the emergency brake set and the ignition off.
2. In the event of a fire, students and the driver should evacuate the bus immediately and move to a safe location away from the bus and traffic using available barricades (e.g., trees, cars) when available.
3. The bus driver will immediately call 9-1-1 and provide the exact location of the bus and wait for the arrival of emergency response personnel.
4. The bus driver should check students for injuries and provide appropriate first aid.
5. The bus driver should call the School Administrator and the District Transportation Director (refer to the Essential Contacts in the Appendices of this Plan) to report the location and condition of students.
6. The School Administrator will determine what additional appropriate notifications should be made and will and the District Superintendent on the situation.
7. The bus driver is responsible for accounting for all students throughout the emergency.

Disorderly Conduct

1. Consult with the Police Department and the District to coordinate appropriate protection.
2. Establish a Command Post and an Incident Command System. Notify the Superintendent (805) 487-3918.
3. Inform teachers and staff of the emergency situation. If necessary, signal a “Lockdown”.
4. Do not release staff or students without authorization.
5. Screen all persons entering campus. A government issued picture ID (IE: drivers license) will be required.
6. All students and staff are to remain in their respective classrooms and work areas.
7. Lock all doors and windows and close all window blinds or curtains.
8. Avoid window areas.
9. When the emergency is over, signal all clear.

Earthquake

A. INSIDE SCHOOL BUILDING:

1. The teacher, or staff member in authority, will implement action, “DUCK – COVER AND HOLD.” Stay inside building until the shaking stops.
2. Try to avoid glass and falling objects, areas where there are large panels of glass and/or heavy suspended light fixtures.
3. Do not use telephones.

4. Implement action, "LEAVE BUILDING" (long bell), when instructed to do so, after the earthquake is over and tremors have subsided. Special consideration should be given to exit routes as some exits have heavy roof structures over the doorways. Go to an open area away from trees, power poles, etc.
5. Avoid touching electrical wires and metal objects such as chain link fences.
6. Render first aid if necessary.
7. Take roll and report missing students to principal.
8. The principal/designee is to establish a command post, assess damage, activate search team and activate the incident command system.
9. Activate a buddy system; determine needs of neighboring schools.
10. Principal to request assistance through school district channels.
11. Notify the District Emergency Operations Center of any breaks in utility lines.
12. The superintendent/designee will determine the advisability of closing the school, based on the report of the principal.

B. IF OUTSIDE:

1. Move away from buildings, playground equipment, utility poles, signs, trees, metal fences, exposed wires and wet areas.
2. The safest place is in the open. Stay there until the earthquake is over.
3. Follow procedures 5 through 12 under "Inside School Building."

C. WALKING TO AND FROM SCHOOL:

1. The safest place is in the open. Stay there.
2. Move away from buildings, utility poles, signs, trees, metal fences and exposed wires.
3. DO NOT RUN! Do "DROP – TAKE COVER."
4. After an earthquake, if on your way TO school, continue to school.
5. After an earthquake, if on your way FROM school, continue home.

D. ON SCHOOL BUS:

1. If possible, the bus driver will pull to the side of the road away from any buildings, poles, and large trees issue command "DROP – TAKE COVER."
2. Turn off ignition and set brakes.
3. Wait until the earthquake is over.
4. If possible, contact dispatch office by radio for instructions.

E. HANDICAPPED STUDENTS:

1. Students with handicap conditions may need special assistance and instruction regarding falling debris. Additional drills may be needed to make certain the procedures are mastered.
2. Each handicapped student's needs should be assessed in relation to the possibility of a disaster and his/her preparedness.

Explosion or Risk Of Explosion

1. DUCK, COVER, AND HOLD command is to be given immediately. Do not approach windows or doors.
2. If the explosion is not in the building, students and staff are to remain at their assigned locations until directed by competent authority.
3. When clear to evaluate/evacuate.
4. If necessary, move to safe assembly areas outside the building and away from the location of the explosion.
5. Render first aid as necessary.
6. Notify authorities (911) and the Superintendent.
7. Activate the Incident Command System.
8. Teachers are to take roll and report missing students to the office.
9. If possible to fight small fires without endangering life, do so.
10. If necessary, notify utility companies of any breaks in their lines.

Fire in Surrounding Area

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Fire on School Grounds

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Flooding

- 1) Warning of an impending flood would normally be received at the endangered location by telephone from the District Office or from a civil agency (police or fire). If access to the Internet is available, the national weather service supplies current weather information, including severe weather warnings at <http://www.nwsla.noaa.gov>.
- 2) Establish a Command Post and communicate with the District Office. The predicted extent of the flood and the amount of time before it arrives will determine the course of action.
- 3) Keep students indoors until it is determined to be safe
- 4) Move students to pre-designated assembly areas if an evacuation is ordered.
- 5) Teachers are to take roll, complete Disaster Report, and report all missing students to the office.
- 6) The principal may initiate the following emergency actions:
 - Dismiss school.
 - Leave campus and move to a safe place

Loss or Failure Of Utilities

1. Notify the appropriate utility company and the District Office.
2. Determine if any power, sewer, gas or water lines are down or ruptured on or adjacent to the campus. If so, activate the Incident Command System.
3. Determine if an evacuation is necessary.
4. Use emergency lighting (flashlights) and open window shades to provide as much light as possible.
5. Should the utility failure be for an extended period, make recommendations to and coordinate activities with the District Office.

Motor Vehicle Crash

1. Call 911 to report the crash.
2. Evaluate situation start first aid where possible
3. Noify the District Ofiice
4. Establish a command post as needed
5. Determine if any staff or students are in immediate danger. If necessary evacuate location to move away from crash.
6. Consult with District Office and Emergency personnel for further direction and coordinate activity as needed.

Psychological Trauma

Many emergencies may result in psychological trauma for students and school staff. These emergencies may include an act of violence; the death of a student or staff member; an earthquake or other natural disaster; a serious environmental problem; or ethnic and racial tensions. Emergencies may result in the following conditions:

- Temporary disruption of regular school functions and routines
- Significant interference with the ability of students and staff to focus on learning
- Physical and/or psychological injury to students and staff
- Concentrated attention from the community and news media

As a result, students and staff may exhibit a variety of psychological reactions. Once the physical safety of those involved has been ensured, attention must focus on meeting the emotional and psychological needs of students and staff.

Specific procedures relating to crisis management can be found in the Oxnard School District – School Crisis Intervention Team Manual.

Procedure

1. The School Administrator will contact the District Superintendent to establish a Crisis Intervention Team, which has primary responsibility for providing necessary assistance after all types of crises.
2. The District Superintendent will determine whether a District EOC activation is necessary to support school site Crisis Intervention Team operations.
3. The Crisis Intervention Team will assess the range of crisis intervention services needed during and following an emergency.
4. The Crisis Intervention Team will provide direct intervention services for students and staff.
5. The School Administrator, District Superintendent and Crisis Intervention Team will work together to determine when and how school functions should be restored.
6. The Crisis Intervention Team should provide ongoing assessment, if needed, as well as follow-up services, as required.

Suspected Contamination of Food or Water

The following procedure should be followed if any school staff member reports suspected contamination of food or water. This procedure applies where there is evidence of tampering with food or packaging, observation of suspicious individuals in proximity to food or water supplies, or if the school is notified of possible food/water contamination by District staff or local agencies. Indicators

of contamination may include unusual odor, color, or taste, and/or multiple persons with unexplained nausea, vomiting, or other illnesses.

Procedure

1. Upon indication of suspected contamination, the School Administrator will work with appropriate school staff to isolate the suspected food/water. Access should be restricted to the contaminated area to prevent consumption of food/water.
2. The School Administrator should call 9-1-1, District Superintendent, Child Nutrition Services and Ventura County Public Health .
3. District Superintendent will determine whether a District EOC activation is necessary to support school site operations.
4. School medical personnel should assess the need for medical attention and provide first aid, as appropriate.
5. The School Administrator and school staff will make a list of all potentially affected students and staff along with their symptoms, the food/water suspected to be contaminated, and the quantity and description of products consumed. The list should be provided to responding authorities.
6. The School Administrator should work with local authorities and District Superintendent to determine necessary follow-up actions, including the need to notify other potentially affected schools in the District.
7. The School Administrator and District Superintendent will work with Ventura County Public Health to determine when normal school operations can resume.
8. The School Administrator will ensure that parents are notified of the incident, as appropriate.

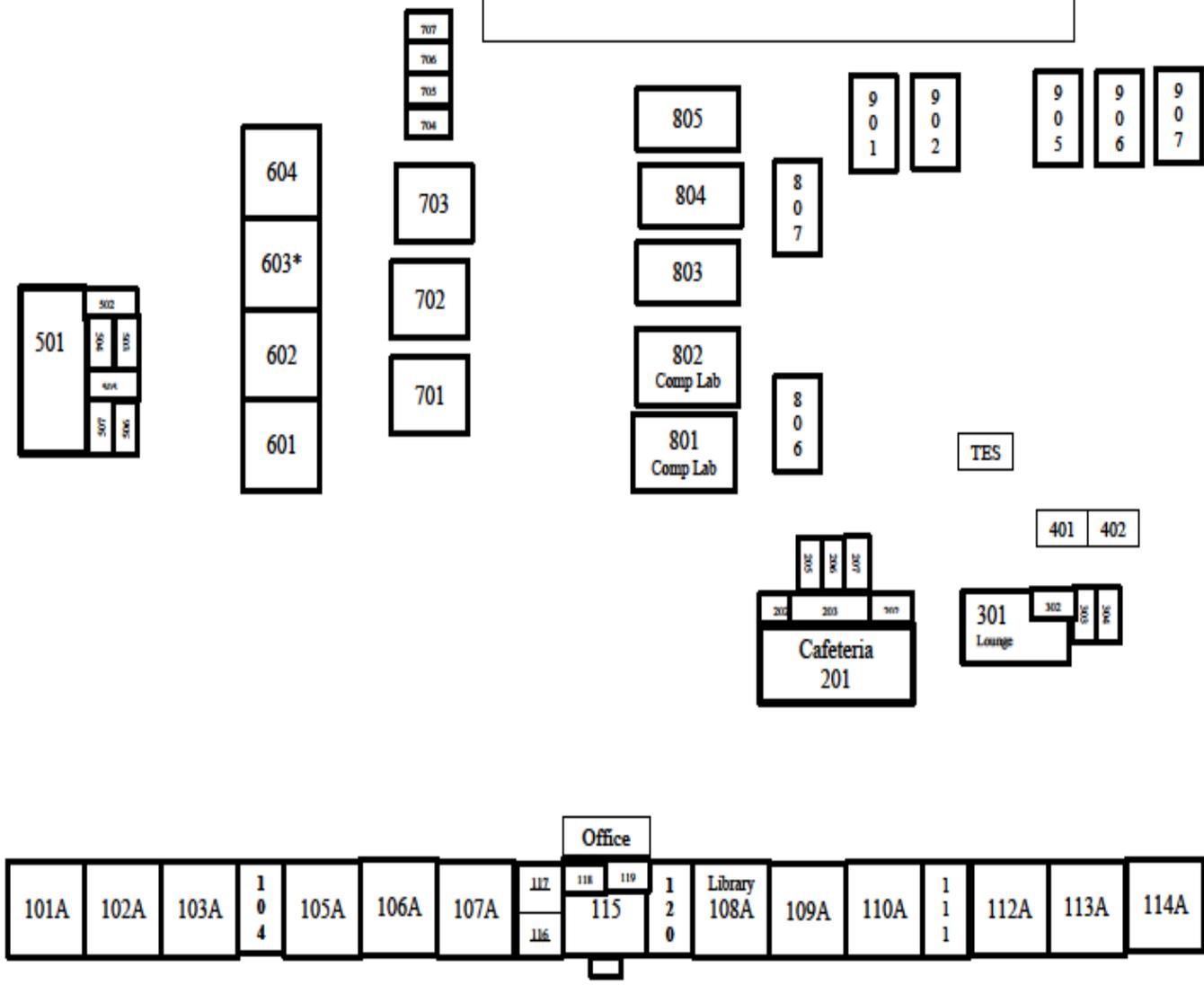
Unlawful Demonstration or Walkout

The administrator will contact the District Superintendent for direction.

Emergency Evacuation Map



ELM SCHOOL
 450 EAST ELM STREET
 OXNARD, CA 93033



Room #	Grade	Teacher
101	2 nd	Barrinuevo, M.
102	1 st	Majeski, M.
103	5 th	Torres, J.
105	5 th	Carrillo, A.
106	5 th	Ambriz, P.
107	4 th /5 th	Hammond, K.
108	Library	Balangué, A.
109	4 th	Magaña, M.
110	4 th	Saturnino, C.
112	4 th	Finney, C.
113	3 rd	Martinez, F.
114	3 rd	Mosqueda, D.
501	PreK AM	Sepulveda, S.
501	PreK PM	Palomar, S.
601	RSP/Counselor	Jue, H. /Gutierrez, N.
602	Kdg-DLI	Lucero, N.
603A	Speech	Magallanes, B.
603B	CELDT	Soto, R.
603C	Coach	Monis, C.
604	Kdg-DLI	Cahue, E.
701	1 st -DLI	Rodriguez, B.
702	1 st -DLI	Ortiz, M.
703	1 st	Dugas, D.
801	Comp.Lab	Comp. Lab
802	Comp.Lab	Comp. Lab
803	1 st	Aldaba, M.
804	Kdg	Reyes, M.
805	Kdg	Lane, S.
806	2 nd	Manriquez, P.
807	2 nd	Yeto, M.
901	2 nd -DLI	Gonzalez, V.
902	2 nd -DLI	Ortega, X.
905	2 nd	Perez, F.
906	3 rd	Anderson, S.
907	3 rd	Cervantes, S.

School Year 2014-2015

Comprehensive School Safety Plan SB 187 Compliance Document

2015-2016 School Year

School: Robert J. Frank Middle School
CDS Code: 56725386111850
District: Oxnard School District
Address: 701 North Juanita Avenue
 Oxnard, CA
Date of Adoption: December 10, 2014

Approved by:

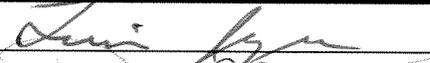
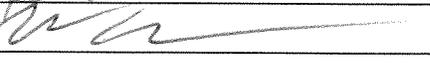
Name	Title	Signature	Date
Dr. Liam Joyce	Principal		3-3-15
Paola Vargas	Assistant Principal		3-3-15
Derek Olson	Assistant Principal		3/3/15
Maria Christine Saucedo	Assistant Principal		3-3-15
Angelica Fuentes	Counselor		3-3-15
Amber Whitney <i>Perderson</i>	Counselor		3/3/15
Brenda Estrada	Outreach Consultant		3/9/15
Alex Cortez	Lead Custodian		3/6/15
Hannah Estrada	School Resource Officer		3/5/15
Mark Urwick	Teacher/Instructional Coach		3/5/15

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Senate Bill 187: Comprehensive School Safety Plan Purpose

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 AB 115. 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 of the Comprehensive School Safety Plan is available for review at Robert J. Frank Middle School's office.

Safety Plan Vision

At R. J. Frank Intermediate School, 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 Intermediate School 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 Middle School Safety Committee

Dr. Liam Joyce, Principal
Derek Olson, Assistant Principal
Paola Vargas, Assistant Principal
Maria Cristina Saucedo, Assistant Principal
Mark Urwick, Teacher/Instructional Coach
Amber Whitney, Counselor
Angelica Fuentes, Counselor
Brenda Estrada, Outreach Consultant/
Alex Cortez, Lead Custodian
Officer Hannah Estrada, Oxnard Police Department

Assessment of School Safety

The School Resource Officer from the Oxnard Police Department, with the principal, conducted a security inspection of the campus, and made recommendations which were addressed by school personnel. The Oxnard Police Department has already made improvements to the practices which are now the new standard in the Oxnard area. 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. Any safety issues are reported by staff to administration and are handled by the Lead 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 Safety Committee meets throughout the year to review all safety and security procedures and make any necessary recommendations and changes. Input is provided by our different parent groups: ELAC, School Site Council and PTO.

The Lead Custodian makes daily checks of the campus to assess for safety hazards. 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. Once the input has been obtained, a system of communication goes into effect to make sure all stakeholders are made aware of the changes.

In order to ensure that students engage in safe behavior, the school is continuing implementation of the CHAMPS approach from Safe and Civil Schools. This model outlines the expected behaviors for different routines and procedures. Students are expected to follow the rules and teachers reinforce the rules in their classrooms. Rewards and Consequences are applied through a progressive discipline system that has been communicated to students and parents.

In addition, we continue to implement the OLWEUS Bullying-Prevention Approach to ensure that all staff is properly trained on the identification, prevention and response to bullying behavior.

Security has also been reinforced through the use of closed circuit cameras, which were upgraded two years ago and maintained this year. 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 and additional campus assistants have been hired to assist with supervision. A positive and ongoing relationship is in place between the school and Oxnard Police Department to ensure the safety of the school and the surrounding areas.

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

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.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

Disaster Plan (See Appendix C-F)

GENERAL: The 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.

A. Mass panic can be one of the greatest dangers to students. Staff members should remember that in times of stress, students will look for leadership to those who are normally in an authoritative position. REMAIN CALM, size up the situation and take action based on known facts and plans.

B. 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.

C. A well-prepared and tested plan for prompt and positive protection minimizes injuries and loss of life in a major disaster.

D. 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.

E. 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.

F. Emergency Announcements will be provided on the following radio stations.

AM Radio Stations:

Ventura: KVTA 1520

Los Angeles: KNX 1070

Spanish: KTRO 1520

FM Radio Stations:

Ventura: KHAY 100.7

Los Angeles: KBIG 104.3

Oxnard: KCAQ105

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.

(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.

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.
- k) Disrupted school activities or otherwise willfully defied the valid authority

- 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.
 - 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

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

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: (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.

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.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Whenever a student is identified as violent or dangerous per E.C. 49079 the teacher will be informed by the principal. The teacher shall keep this information in confidence and must not further disseminate it. However, if the teacher believes that the student is improperly placed (or is an immediate danger) these opinions (and related observations) should be shared with the principal immediately. The Student Study Team, and/or District SARB should be used for referral or added support in such cases. The district office also has a responsibility to insure that all appropriate actions are taken to identify, notify and support necessary interventions with regard to violent or dangerous pupils.

NOTICE OF SCHOOL DISRUPTION

Directive to Leave School Grounds Now

Your behavior constitutes an unlawful disruption at school in violation of Penal Code §§ 71, 601 and 626.8, Education Code §§ 44810 and 44811, and/or Code of Civil Procedure § 527.8.

YOU ARE DIRECTED TO LEAVE SCHOOL PROPERTY IMMEDIATELY

The school district has procedures for resolving complaints and disputes which you may take advantage of if you wish. Please call (805) 385-1501 for further information. People at the Oxnard District Office will assist in situations such as this.

(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 at (805) 385-1501. 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, Pupil Support Services, 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. (Education Code 35294.1)

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 and sweatpants are prohibited. Clothing may not reveal undergarments (bra straps, underpants, boxers, etc.).
4. Clothing items with any holes are prohibited.
5. Clothing items with references to, or images of, beer, alcohol, drugs, tobacco, guns, or weapons are prohibited. This includes shirts and sweatshirts with obscene or suggestive pictures and/or objectionable language.
6. Stars are prohibited on any students apparel or personal items.
7. Chains, rubber bands, and rubber bracelets are prohibited.
8. Piercings with sharp points or hollow centers are prohibited due to safety concerns and will need to be removed.
9. 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.
10. 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)

SCHOOL HOURS

The student day is from 7:55 am to 2:23 pm. Parents dropping students off at school should be aware that supervision is NOT available before 7:25 am. School office hours are 7:00 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 7:50 am. From 7:25 am, students may also congregate in the quad areas. At 7:50 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 Intermediate School is a closed campus. Students must stay on campus from the time of arrival in the morning until dismissal at 2:23 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 7:55 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.
- 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 7:50 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 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:

School's Social Environment (Climate)

Element:

School climate

Opportunity for Improvement:

Increase student achievement by reducing student office referrals and suspensions.

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 and SRO	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	CST/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 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 Olweus Anti-Bullying Program	Coordinate campaign to train students, staff and parents	Professional Development Days, Class Meetings and Parent Workshops	Counselors and OLWEUS Anti-Bullying Coordinating Committee	Decrease in the number of bullying incidents
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 Intervention	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

Component:

School's Physical Environment

Element:
Safe campus

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 plant 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

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.		Administrators	Staff Meeting agendas/ PD logs

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Robert J. Frank Middle 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, Courteous, 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-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.

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.

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.

Students May Be Disciplined for the Following Reasons:

- 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.
 - k) Disrupted school activities or otherwise willfully defied the valid authority
 - 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, including, but not limited to, bullying committed by means of an electronic act directed toward a pupil or school personnel.
 - 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.

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.

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.

Conduct Code Procedures

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 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 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 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.

Students May Be Disciplined for the Following Reasons:

- 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.
 - k) Disrupted school activities or otherwise willfully defied the valid authority
 - 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, including, but not limited to, bullying committed by means of an electronic act directed toward a pupil or school personnel.
 - 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.

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 Reinforcements

Incentives are used to promote exemplary student conduct.

(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 so as 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 on the basis of 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 School, the Leadership Team, ELAC, School Site Council, and School Safety Committee will convene throughout the school year to review and update the School Safety Plan.

Safety Plan Appendices

Emergency Contact Numbers

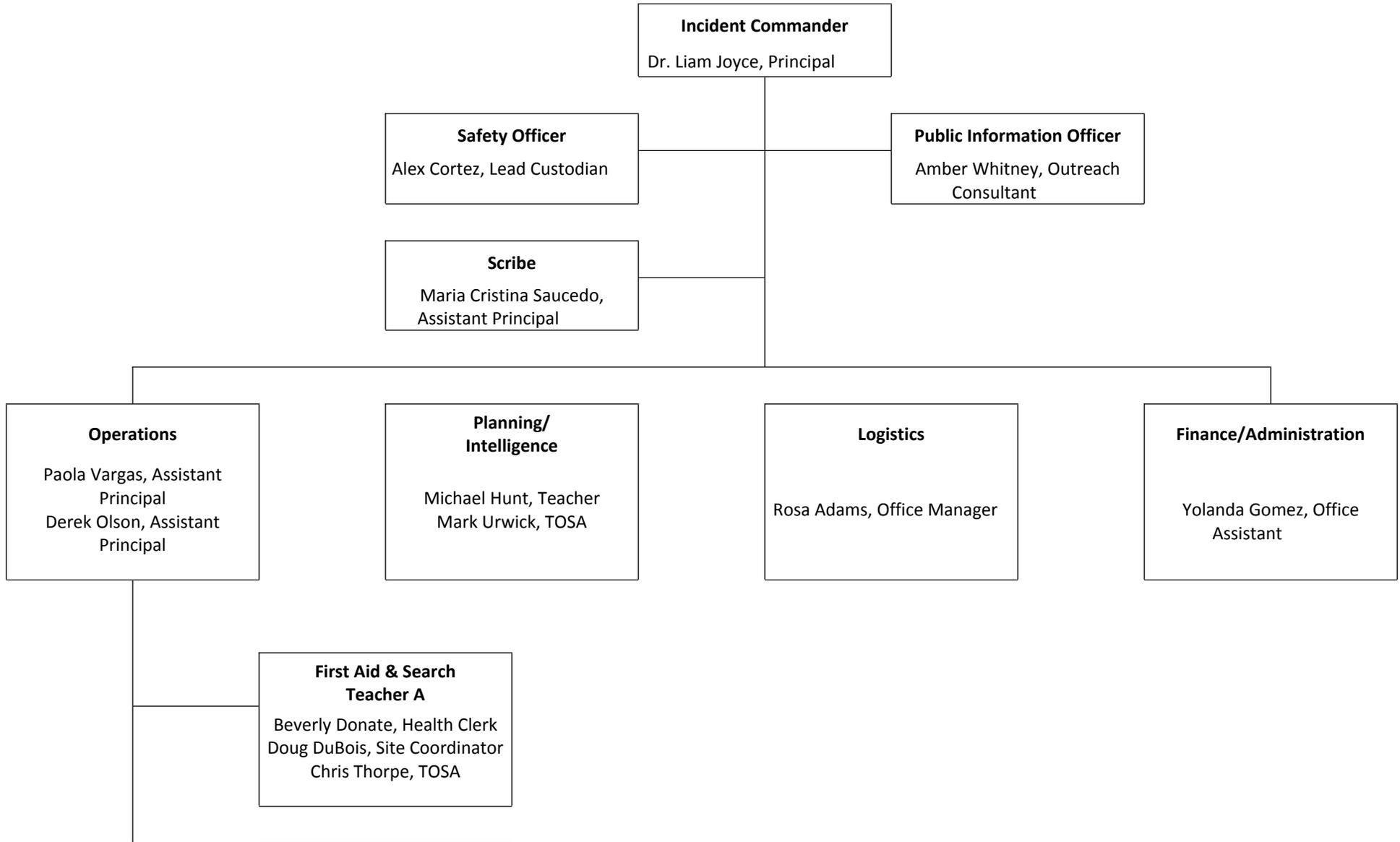
Utilities, Responders and Communication Resources

Type	Vendor	Number	Comments
Law Enforcement/Fire/Paramedic	Ventura County Sheriff's Department	911	
Law Enforcement/Fire/Paramedic	Police Department	911 from a land line; 486-1663 from cell phone	
Law Enforcement/Fire/Paramedic	Fire/Paramedic Emergency	911	
Law Enforcement/Fire/Paramedic	Ventura County Children & Family Services	654-3200	Human Resources Department
Public Utilities	Southern California Edison	1-800-655-4555 - 0	
Public Utilities	Southern California Gas	1(800) 427-2200 - 1	
Public Utilities	Telephone Repair	611	
Local Hospitals	St. Johns Hospital	988-2500	
Local Hospitals	Ventura County Medical Center	652-6000	
Local Hospitals	Community Memorial Hospital	652-5011	

Safety Plan Review, Evaluation and Amendment Procedures

Activity Description (i.e. review steps, meetings conducted, approvals, etc)	Date and Time	Attached Document (description and location)
Review plan with staff in September. Review plan with Safety Committee at each regularly scheduled meeting. Review plan with Leadership Team and School Site Council. Update plan by March of each year.	Ongoing August 2014- June 2015	During regularly scheduled Leadership Team Meetings
Present information to parents for review and input during various parent meetings such as ELAC and PTO.	August 2014- May 2015	Agendas to be attached
Present plan at Staff Meeting for input.	May 2015	Agenda to be attached
Present information to parents at School Site Council for review and approval.	June 2015	Agenda to be attached

Robert J. Frank Middle School Incident Command System



**Student Release &
Accountability
TeacherB**

Emily Gutierrez, Attendance
Tech

Paloma Villa, Secretary

Monica Noriega, Secretary

Claudia Cortez, Secretary

Incident Command Team Responsibilities

Standardized Emergency Response Management System Overview

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:

Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency

It is important to note that school administrators are responsible for the health and safety of students and staff during an emergency. Although the following procedures refer to specific actions, school administrators must exercise discretion in implementing standardized procedures and should consider modifications as necessary to ensure the health and safety of all personnel during an emergency. These might include: Earthquake, Hazardous materials, Flooding, Fire, Dam Failure, Transportation Incident (Air, Train, Truck), School Violence, Terrorism, Tsunami, and Public Health Emergency.

Step Two: Identify the Level of Emergency

OSD emergency response and recovery operations will be managed in one of three modes, depending on the magnitude of the emergency/disaster.

Level 1 is a minor incident that is quickly resolved with internal resources or limited help. The District will maintain normal staffing and reporting protocols. At this operational level, the environment is monitored for changes.

Level 2 is a more significant emergency that impacts district buildings and/or school sites. For level 2 the Emergency Operations Plan is activated. The EOP will be activated but only those functions that are needed to coordinate and support emergency operations will be activated. The EOP Director will determine the magnitude of the emergency and coordinate its resolution or, if the emergency continues to develop, a Level 3 response will be activated. Other key staff may be alerted, depending on the nature of the emergency.

Level 3 is a disaster that involves the entire District, school sites and the surrounding community. At Level 3, the EOP is activated, and the entire District Emergency management organization is activated.

Step Three: Determine the Immediate Response Action

The staff and students response to any emergency/disaster is based on an understanding of the nature of the emergency/disaster, the potential hazards, the likely response services and knowledge of what individuals and groups should do to increase their chances of survival and recovery.

Immediate action responses may include: Drop cover and hold, Shelter in place, Lock down, Campus Evacuation, Off Campus Evacuation, and/or All Clear.

Step Four: Communicate the Appropriate Response Action

Based on the Emergency, we would activate members of the Emergency Incident Command System.

Pending level of Emergency communication locally is reported to parents by the Connect Ed telephone system. Significant Emergencies are then reported by the District. OSD reports and notifications are to be made to the Ventura County Operational Area via the City of Oxnard and those directives that are currently in place through the SIMS and NIMS plan.

Types of Emergencies & Specific Procedures

Aircraft Crash

1. Call 911 to report the crash. Designate whether private or commercial.
2. Notify the District Office.
3. Establish a Command Post and activate the Incident Command System.
4. Determine if any staff or students are in immediate danger. If necessary, evacuate to primary/secondary locations away from the crash site. All others are to remain at their assigned locations.
5. Render first aid as necessary.
6. Take roll and report results to the incident command center.
7. Assist emergency responders and coordinate activities accordingly.
8. Once civil/military responders have taken charge of the accident area, coordinate the release of students (if necessary) with the District Office.

Animal Disturbance

1. Determine what action, if any should be implemented.
2. Attend to the safety of students and staff.
3. Render first aid as necessary.
4. Notify authorities (Dial 911) and the District Office.

Armed Assault on Campus

1. Call 911
2. Institute Lockdown - Priority 1 procedures
3. Remain on Lockdown until "All Clear" is instituted by police.

Biological or Chemical Release

1. If you are notified of potentially hazardous release or accident, notify the Superintendent immediately.
2. Render first aid as necessary.
3. Establish a Command Post and implement the Incident Command System.
4. The decision to evacuate the site will be made by the Superintendent based on the recommendations of the principal and/or by competent civil authority.
5. If an evacuation order is imminent, move students and staff to a designated evacuation/shelter area. If evacuation is not imminent, students and staff should remain in classrooms or in assigned areas.
6. Until ordered to evacuate, assume that a "shelter-in-place strategy" will be employed and do the following:
 - a) Direct all students and staff to remain indoors.
 - b) Direct all heating and ventilation systems to be shut down.
 - c) Direct that all windows be closed.

PESTICIDE EXPOSURE (Pesticide Drift)

1. The principal will notify the Superintendent immediately.
2. Notify the Ventura County Agriculture Commission (805) 647-5931. Request an inspector be sent to the site immediately. If the Agricultural Commissioner's Office is closed (normal hours are 6:30 AM to 3:00 PM), call 911.
3. Notify all on campus After School/Day Care providers.
4. Notify all employees including Crossing Guards and volunteers.
5. Render first aid if necessary.
6. Until ordered to evacuate, assume that a shelter-in-place strategy will be employed and do the following:
 - a. Direct all students and staff to remain indoors until it is safe or directed otherwise.
 - b. Direct all heating and ventilation systems (HVAC) to be shut down.
 - c. Direct all windows to be closed.

7. Establish Command Post and implement the Incident Command System.
 - a. As word of the incident spreads, be prepared to release students to parents or guardians.
 - b. Release students ONLY to a person listed on the emergency card.
8. Contact Environmental Health Department at 654-2811 to gain their assistance in handling the emergency and so that they may put local physicians on alert for possible chemical exposure treatment.
9. Contact the Fire Department for possible Hazardous Materials Team deployment.
10. The decision to evacuate the site will be made by the Superintendent/designee based on the recommendations of the principal and/or by competent civil authority.
11. If an evacuation order is imminent, move students and staff to a designated area. If evacuation is not imminent, students and staff should remain in classrooms.
12. Should the event occur at the start of the school day, notify the following of the emergency:
 - a. District Office
 - b. Facilities and Transportation
 - To alert bus drivers / crossing guards
 - Check safety of students at any affected bus stops and popular walking route to/from school.
 - c. Police Department
13. If contamination is present after the school day, the district will notify after-school users holding permits (youth athletic teams, scout groups, community classes, etc.) of possible concern.

District Notification Requirements:

As soon as possible, after the immediate emergency has been controlled, the District/Site will contact the following:

1. Adjacent or nearby schools.
2. All other users of the campus, including after school clubs, scout groups, athletic teams, ROPs, and Child Development Centers.
3. As much as possible, ideally on the day of the event, the District will supply parents/staff with the following information:
 - a. Chemical involved, including how much and when the drift occurred.
 - b. Possible symptoms and effects to be monitored with the suggestion that the child be seen by their physician if any symptoms occur. The physician should be advised by the parent of a possible chemical exposure.
 - c. Mitigating actions (showering, bagging of clothing, etc.).
 - d. Statement of campus safety.

Post Event Cleanup /Safety Procedures:

1. In most cases, a wash-down of playground equipment, outdoor tables, railings, pillars, doors, and drinking fountains with soap and water and a thorough rinsing will suffice. In some cases, steam and/or a high-pressure hose will also be effective. Ensure that run-off from the washing process does not contaminate playgrounds or other areas of the campus.
2. If indoor areas are exposed, soap and water are generally the preferred method to clean tables, counter tops and sinks.
3. Classroom animals should be monitored for any adverse effects.
4. All HVAC filters are to be changed.
5. Evaluate potentially contaminated material on the grounds (leafy debris, play sand, bark chips) for possible cleaning or removal.

Prior Notification:

1. The district and/or the principal shall notify all parents of the school by taking the following actions:
 - a. Post a notice at a central location on the outside of the school immediately after the district and/or principal receives notification of the pesticide application.
 - b. Place copies of the notice in the front office.
 - c. Send a written notice home to parents immediately after notification is received by the district and/or principal. ConnectEd will be used for communication purposes as well. Both the written notice and the posted notice shall include all information known by the district and/or principal, pertaining to the pesticide application (i.e. the chemical, the amount of the chemical, the timing of the application, and the method of application).
2. Requests must be made to the grower that all spraying be done outside of school hours, preferably during weekends, holidays and vacations when schools and fields are not in use.
3. All windows and doors are to be closed and locked.
4. All heating, ventilation and air conditioning systems (HVAC) are to be shut down.

5. Playground equipment/surfacing material (sand and/or bark) and outdoor tables are to be covered with tarpaulins.
6. Outdoor drinking fountains are to be covered with plastic.
7. All school/classroom animals are to be removed to safe areas.

After application:

1. Remove all tarpaulins and plastic covers.
2. Tarpaulins are to be cleaned and plastic discarded.
3. Wash down all playground equipment, outdoor tables and drinking fountains.
4. Monitor the site for any conditions which will require mitigation and respond accordingly.

For example, area of "standing water" should be removed or covered with clean sand. The principal will coordinate with Facilities and Operations and the District Office to assure that appropriate resources are available.

5. Refer to Post Event Clean-up Safety Procedures above for possible further actions.

Bomb Threat/ Threat Of violence

BOMB THREAT

1. The receiving person should attempt to keep the caller on the line, while communicating to nearby personnel that there is a bomb threat. (This person will complete the form entitled "Bomb Threat Report" (See form following).
2. Contact the police and the District Office.
3. Administrators will call for an evacuation and establish a command post.
4. DO NOT use radios or cellular telephones.
5. An organized search of the campus will be conducted under the direction of the law enforcement agencies/principal.
6. Activate the Incident Command System; Hazard Control Unit.
7. In the event that a suspicious object is located, all personnel should be kept clear of the area until law enforcement agencies have evaluated the conditions.
8. Return to your normal routine only when the principal and the law enforcement agencies/principal give the all clear to return back to school/classes.

NUCLEAR ATTACK

This section assumes a nuclear detonation away from our area and our area not affected by the blast itself. The main concern is radioactive fallout.

1. Establish a Command Post and implement the Incident Command System. Establish communications with the District Office.
2. Direct the Facilities Unit to begin locating food and water.
3. Assign personnel to begin protecting each building containing people from fallout. Place all objects possible between the blast area and your location. Any object you can utilize for this purpose will be beneficial.
4. Shut down all heating and ventilation systems.
5. Keep students in classrooms with their backs to the interior walls.
6. Take roll and report missing students to the Principal.
7. All personnel are to remain indoors unless performing duties as assigned.
8. Upon receiving the "all clear," release students.

Bus Disaster

The following procedures are for use by bus drivers and appropriate school administrators in the event of an earthquake, serious bus accident, or other emergency that occurs while students are on a field trip or being transported to or from school.

This section addresses two possible scenarios involving a bus disaster: (1) an earthquake and (2) a serious accident or bus fire. It is important to note that drivers may need to make spontaneous, independent decisions based on the nature of the emergency, age of the children, location of the bus, and other unique circumstances to ensure children's safety.

Procedure

Scenario 1 – Earthquake

1. Upon first indication of an earthquake, the bus driver should issue Drop, Cover, and Hold procedures to all students on the bus.
2. The bus should be moved away from all power lines, bridges, overpasses, possible landslide conditions, overhanging trees, or other dangerous situations.
3. The bus driver should set the emergency brake, turn off the ignition, and wait for the shaking to stop.
4. The bus driver should check students for any injuries and provide first aid, as appropriate.
5. In the event the bus is disabled, the driver and students should stay in place until help arrives.
6. The bus driver should contact the School Administrator and the District Transportation Director to report the location and condition of students on the bus.
7. The School Administrator will determine what additional appropriate notifications should be made and will brief the District Superintendent on the situation.
8. If the bus driver is instructed to resume the bus route, the driver should continue to pick students up. Students should only be dropped off if a responsible adult is at the bus stop.
9. If it is impossible to return to school, the bus driver should contact the School Administrator and remain with the children until further instructions are received.
10. The bus driver is responsible for all students who board the bus throughout the emergency.

Scenario 2 – Serious Accident or Bus Fire

1. The bus driver will park the bus in a safe location with the emergency brake set and the ignition off.
2. In the event of a fire, students and the driver should evacuate the bus immediately and move to a safe location away from the bus and traffic using available barricades (e.g., trees, cars) when available.
3. The bus driver will immediately call 9-1-1 and provide the exact location of the bus and wait for the arrival of emergency response personnel.
4. The bus driver should check students for injuries and provide appropriate first aid.
5. The bus driver should call the School Administrator and the District Transportation Director (refer to the Essential Contacts in the Appendices of this Plan) to report the location and condition of students.
6. The School Administrator will determine what additional appropriate notifications should be made and will and the District Superintendent on the situation.
7. The bus driver is responsible for accounting for all students throughout the emergency.

Disorderly Conduct

1. Consult with the Police Department and the District to coordinate appropriate protection.
2. Establish a Command Post and an Incident Command System. Notify the Superintendent (805) 385-1501
3. Inform teachers and staff of the emergency situation. If necessary, signal a “Lockdown”.
4. Do not release staff or students without authorization.
5. Screen all persons entering campus. A government issued picture ID (i.e. driver’s license) will be required.
6. All students and staff are to remain in their respective classrooms and work areas.
7. Lock all doors and windows and close all window blinds or curtains.

8. Avoid window areas.
9. When the emergency is over, signal "all clear."

Earthquake

A. IF INSIDE A SCHOOL BUILDING:

1. The teacher, or staff member in authority, will implement action, "DUCK, COVER, AND HOLD." Stay inside the building until the shaking stops.
2. Try to avoid glass and falling objects, areas where there are large panels of glass and/or heavy suspended light fixtures.
3. Do not use telephones.
4. Evacuate the building after the earthquake is over and tremors have subsided. Special consideration should be given to exit routes as some exits have heavy roof structures over the doorways. Go to an open area away from trees, power poles, etc.
5. Avoid touching electrical wires and metal objects such as chain link fences.
6. Render first aid if necessary.
7. Take roll and report missing students to the principal/designee.
8. The principal/designee is to establish a command post, assess damage, activate search team, and activate the incident command system.
9. Activate a buddy system; determine the needs of neighboring schools.
10. Principal to request assistance through school district channels.
11. Notify the District Emergency Operations Center of any breaks in utility lines.
12. The superintendent/designee will determine the advisability of closing the school, based on the report of the principal.

B. IF OUTSIDE:

1. Move away from buildings, playground equipment, utility poles, signs, trees, metal fences, exposed wires, and wet areas.
2. The safest place is in the open. Stay there until the earthquake is over.
3. Follow procedures 5 through 12 under "Inside School Building."

C. WALKING TO AND FROM SCHOOL:

1. The safest place is in the open. Stay there.
2. Move away from buildings, utility poles, signs, trees, metal fences and exposed wires.
3. DO NOT RUN! Do "DROP – TAKE COVER."
4. After an earthquake, if on your way TO school, continue to school.
5. After an earthquake, if on your way FROM school, continue home.

D. ON SCHOOL BUS:

1. If possible, the bus driver will pull to the side of the road away from any buildings, poles, and large trees.
2. The bus driver will issue the command, "DROP – TAKE COVER."
3. Turn off ignition and set brakes.
4. Wait until the earthquake is over.
5. If possible, contact dispatch office by radio for instructions.

E. HANDICAPPED STUDENTS:

1. Students with handicap conditions may need special assistance and instruction regarding falling debris. Additional drills may be needed to make certain the procedures are mastered.
2. Each handicapped student's needs should be assessed in relation to the possibility of a disaster and his/her preparedness.

Explosion or Risk Of Explosion

1. "DUCK, COVER, AND HOLD" command is to be given immediately. Do not approach windows or doors.

2. If the explosion is not in the building, students and staff are to remain at their assigned locations until directed by competent authority.
3. If necessary, move to primary/secondary evacuation locations outside the building and away from the location of the explosion.
4. Render first aid as necessary.
5. Notify authorities (911) and the Superintendent.
6. Activate the Incident Command System.
7. Teachers are to take roll and report missing students to the office.
8. If possible to fight small fires without endangering life, do so.
9. If necessary, notify utility companies of any breaks in their lines.

Fire in Surrounding Area

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate the building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at a safe distance from the fire/fire-fighting equipment.
4. Assist the disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as EVACUATION OF THE SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials, and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Fire on School Grounds

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Flooding

- 1) Warning of an impending flood would normally be received at the endangered location by telephone from the District Office or from a civil agency (police or fire). If access to the Internet is available, the national weather service supplies current weather information, including severe weather warnings at <http://www.nwsia.noaa.gov>.
- 2) Establish a Command Post and communicate with the District Office. The predicted extent of the flood and the amount of time before it arrives will determine the course of action.
- 3) Keep students indoors until it is determined to be safe
- 4) Move students to pre-designated assembly areas if an evacuation is ordered.
- 5) Teachers are to take roll, complete Disaster Report, and report all missing students to the office.
- 6) The principal may initiate the following emergency actions:
 - Dismiss school.
 - Leave campus and move to a safe place

Loss or Failure Of Utilities

1. Notify the appropriate utility company and the District Office.
2. Determine if any power, sewer, gas or water lines are down or ruptured on or adjacent to the campus. If so, activate the Incident Command System.
3. Determine if an evacuation is necessary.
4. Use emergency lighting (flashlights) and open window shades to provide as much light as possible.
5. Should the utility failure be for an extended period, make recommendations to and coordinate activities with the District Office.

Motor Vehicle Crash

1. Call 911 to report the crash.
2. Evaluate situation start first aid where possible
3. Notify the District Office
4. Establish a command post as needed
5. Determine if any staff or students are in immediate danger. If necessary evacuate location to move away from crash.
6. Consult with District Office and Emergency personnel for further direction and coordinate activity as needed.

Psychological Trauma

Many emergencies may result in psychological trauma for students and school staff. These emergencies may include an act of violence; the death of a student or staff member; an earthquake or other natural disaster; a serious environmental problem; or ethnic and racial tensions. Emergencies may result in the following conditions:

- Temporary disruption of regular school functions and routines
- Significant interference with the ability of students and staff to focus on learning
- Physical and/or psychological injury to students and staff
- Concentrated attention from the community and news media

As a result, students and staff may exhibit a variety of psychological reactions. Once the physical safety of those involved has been ensured, attention must focus on meeting the emotional and psychological needs of students and staff.

Specific procedures relating to crisis management can be found in the Oxnard School District – School Crisis Intervention Team Manual.

Procedure

1. The School Administrator will contact the District Superintendent to establish a Crisis Intervention Team, which has primary responsibility for providing necessary assistance after all types of crises.
2. The District Superintendent will determine whether a District EOP activation is necessary to support school site Crisis Intervention Team operations.
3. The Crisis Intervention Team will assess the range of crisis intervention services needed during and following an emergency.

4. The Crisis Intervention Team will provide direct intervention services for students and staff.
5. The School Administrator, District Superintendent and Crisis Intervention Team will work together to determine when and how school functions should be restored.
6. The Crisis Intervention Team should provide ongoing assessment, if needed, as well as follow-up services, as required.

Suspected Contamination of Food or Water

The following procedure should be followed if any school staff member reports suspected contamination of food or water. This procedure applies where there is evidence of tampering with food or packaging, observation of suspicious individuals in proximity to food or water supplies, or if the school is notified of possible food/water contamination by District staff or local agencies. Indicators of contamination may include unusual odor, color, or taste, and/or multiple persons with unexplained nausea, vomiting, or other illnesses.

Procedure

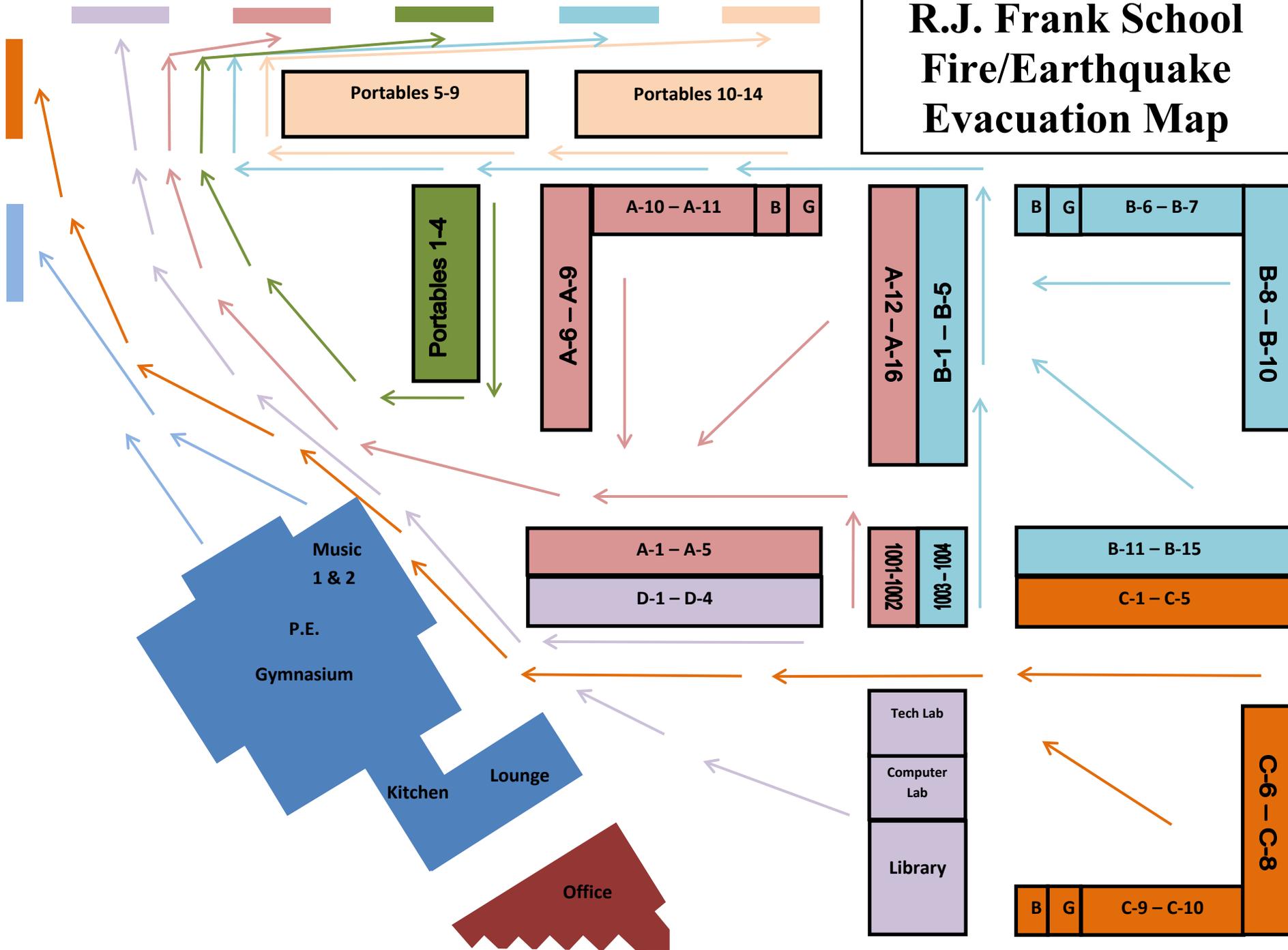
1. Upon indication of suspected contamination, the School Administrator will work with appropriate school staff to isolate the suspected food/water. Access should be restricted to the contaminated area to prevent consumption of food/water.
2. The School Administrator should call 9-1-1, District Superintendent, Child Nutrition Services and Ventura County Public Health .
3. District Superintendent will determine whether a District EOP activation is necessary to support school site operations.
4. School medical personnel should assess the need for medical attention and provide first aid, as appropriate.
5. The School Administrator and school staff will make a list of all potentially affected students and staff along with their symptoms, the food/water suspected to be contaminated, and the quantity and description of products consumed. The list should be provided to responding authorities.
6. The School Administrator should work with local authorities and District Superintendent to determine necessary follow-up actions, including the need to notify other potentially affected schools in the District.
7. The School Administrator and District Superintendent will work with Ventura County Public Health to determine when normal school operations can resume.
8. The School Administrator will ensure that parents are notified of the incident, as appropriate.

Unlawful Demonstration or Walkout

The administrator will contact the District Superintendent for direction.

Emergency Evacuation Map

R.J. Frank School Fire/Earthquake Evacuation Map



Comprehensive School Safety Plan SB 187 Compliance Document

**2014-2015
School Year**

School: Fremont Middle School
CDS Code: 56725386055313
District: Oxnard School District
Address: 1130 North M Street
 Oxnard, CA 93030
Date of Adoption: March 4, 2015

Approved by:

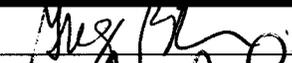
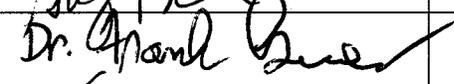
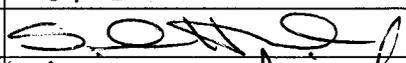
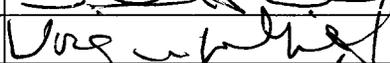
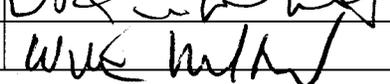
Name	Title	Signature	Date
Greg Brisbane	Principal		2/19/15
Frank Guerrero, Ed.D	Assistant Principal/Coordinator of Safety Plan		2/11/15
Kevin Thompson	School Resource Officer		2/18/15
Nataliya Vedernikova	Teacher		2/11/15
Sam Reveles	Teacher		2-11-15
Virginia Whitt	Parent (SSC member)		2-12-15
William Milton	Teacher		2/11/15

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Senate Bill 187: Comprehensive School Safety Plan Purpose

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 AB 115. 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 of the Comprehensive School Safety Plan is available for review at Fremont Middle School's office.

Safety Plan Vision

At Fremont Intermediate 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. We commit to working together in partnership to bring provide a safe and secure school environment necessary for our students to thrive.

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)

Fremont Middle School Safety Committee

Greg Brisbane, Frank Guerrero, Nataliya Vedernikova, Sam Reveles, Virginia Whitt, William Milton and Officer Kevin Thompson

Assessment of School Safety

On a monthly basis we do emergency drills. The SRO participates in our lockdown drills. Risk management conducts an annual safety inspection. Custodians and the assistant principal conduct monthly inspections and follow-up with appropriate paperwork as needed. Administration and teachers monitor the morning drop-off and afternoon dismissal to ensure safety rules are followed.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

Annually the OPD will conduct a threat assessment of our campus and report to the staff.

Safety committee meets monthly to update safety plan.

Annually update the CSSP.

Ongoing implementation of CHAMPS program to provide positive behavior.

Implementation of the WEB program to ensure a safe and supportive school climate.

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

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. All administration, teachers, and support staff are Mandated reporters. District policies and procedures should be reviewed with staff annually.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

Disaster Plan (See Appendix C-F)

GENERAL: The 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.

A. Mass panic can be one of the greatest dangers to students. Staff members should remember that in times of stress, students will look for leadership to those who are normally in an authoritative position. REMAIN CALM, size up the situation and take action based on known facts and plans.

B. 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. Supplied Safety Backpack must be with teacher in emergencies

C. A well-prepared and tested plan for prompt and positive protection minimizes injuries and loss of life in a major disaster.

D. 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.

E. 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.

F. Emergency Announcements will be provided on the following radio stations.

AM Radio Stations:

Ventura: KVTA 1520

Los Angeles: KNX 1070

Spanish: KTRO 1520

EM Radio Stations:

Ventura: KHAY 100.7

Los Angeles: KBIG 104.3

Oxnard: KCAQ105

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.

(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.
 - k) Disrupted school activities or otherwise willfully defied the valid authority
 - 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.
 - 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

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

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: (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.

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.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Whenever a student is identified as violent or dangerous per E.C. 49079 the teacher will be informed by the principal. The teacher shall keep this information in confidence and must not further disseminate it. However, if the teacher believes that the student is improperly placed (or is an immediate danger) these opinions (and related observations) should be shared with the principal immediately. The Student Study Team, and/or District SARB should be used for referral or added support in such cases. The district office also has a responsibility to insure that all appropriate actions are taken to identify, notify and support necessary interventions with regard to violent or dangerous pupils.

NOTICE OF SCHOOL DISRUPTION

Directive to Leave School Grounds Now

Your behavior constitutes an unlawful disruption at school in violation of Penal Code §§ 71, 601 and 626.8, Education Code §§ 44810 and 44811, and/or Code of Civil Procedure § 527.8.

YOU ARE DIRECTED TO LEAVE SCHOOL PROPERTY IMMEDIATELY!

The school district has procedures for resolving complaints and disputes which you may take advantage of if you wish. Please call (805) 487-3918 for further information. People at the Oxnard District Office will assist in situations such as this

(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 (805) 487-3918. 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, Pupil Support Services, 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 students should dress in clothing, footwear and accessories that promote and maintain a serious, academically-oriented school atmosphere. Shirts and tops must cover the stomach and chest. Shirt shoulder straps must be at least 2" wide and no undergarments may be visible. Shorts and skirts must reach mid-thigh.

Fremont 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 of good taste. Apparel which draws undue attention to the wearer is inappropriate and disrupts learning.

Fremont School 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 those that fall below the waist band of their undergarments. This includes basketball shorts or pajama bottoms. Shorts and pants that have holes, rips and tears above mid-thigh must have leggings under them. Shirts with holes, rips and tears or sheer tops require another shirt to be worn underneath.
3. Blankets are not permitted as a form of covering.
4. Chains that hang down to the waist.
5. Clothing or jewelry deemed provocative, disruptive, or hazardous to the health or safety of the wearer.
6. Clothing that contains obscene drawings.
7. Clothing considered offensive.
8. Clothing with slogans or pictures that depict or suggest alcohol, drugs, sex, racism, weapons or violence.
9. Excessively long pants that fall below the heel of the shoe.
10. Exposed undergarments.
11. Gang-related apparel of any kind.
12. Gloves need not be worn unless weather permits.
13. Halter tops, crop tops, spaghetti straps or any top that reveals undergarments.
14. Hats or head coverings with logos (with the exception of those worn in religious observance). Hats are to be worn outside only. (College logos and Fremont logos are excluded.) Hoods may not be worn up on campus.
15. Professional team attire (Cowboys, Lakers, etc.).

Clothing should not disrupt the natural flow of the classroom or school activities. Students who violate dress code will be told to change. Repetitive dress code violations will cause disciplinary action.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

*Once arriving 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.

*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. Loitering is prohibited. Students who fail to adhere to this rule will be subject to disciplinary consequences.

*Parents are not allowed to enter the staff parking lot to drop off or pick up students.

Fremont Middle School 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. The assistant principal's secretary 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 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 with a valid ID can sign for a student leaving campus.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

Establish and maintain a positive school climate.

Element:

Positive School Climate

Opportunity for Improvement:

Implement CHAMPS and WEB Programs

Objectives	Action Steps	Resources	Lead Person	Evaluation
Train staff in CHAMPS program via summer institute.	Coordinate with MSAP Director regarding training schedule Advertise training to staff	CHAMPS books CHAMPS Trainer from Safe and Civil Schools Funding to support training	MSAP Site Coordinator	Goal: Train 33% of teaching staff during each summer institute.
Provide follow-up training at SIP Day.	Develop presentation	Presentation technology School samples of CHAMPS Posters	Principal	Goal: CHAMPS session was available during SIP Day breakout sessions.
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	Posters reflecting CHAMPS practices	All Teachers	Goal: 33% of classrooms will begin using CHAMPS practices each year for 3 years.
Develop CHAMPS committee to oversee implementation of program.	Select committee members Develop meeting schedule Develop agendas to support implementation plan	Funding to support committee	Assistant Principal & CHAMPS Committee	Goal: A CHAMPS Committee is established and meets at least once per trimester.
Train 2 additional staff members in WEB program.	Coordinate with MSAP Director regarding training schedule Select 2 teachers to participate in training	WEB training	MSAP Site Coordinator	Goal: 2 additional staff members attend WEB training over the summer.
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	MSAP Site Coordinator WEB Coordinators	Goal: 8th grade WEB leaders represent 20% of 8th grade students. Goal: WEB activities take place at least once per month.

Component:

Maintain a readiness to respond to disaster scenarios.

Element:

Disaster Preparedness

Opportunity for Improvement:

Emergency Bags & Supplies

Objectives	Action Steps	Resources	Lead Person	Evaluation
Safety Committee meets monthly to review safety issues.	Select Safety Committee members Schedule monthly meetings	N/A	Assistant Principal & Safety Committee members	Goal: Safety Committee meets at least 6 times per year.
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	N/A	Assistant Principal & Safety Committee members	Goal: Conduct at least 8 emergency drills yearly, including fire, earthquake and lockdown.
Conduct inventory of disaster supplies and purchase additional disaster supplies, including, but not limited to, emergency bags, flashlights and batteries.	Conduct inventory of supplies Order needed supplies	Disaster kits and supplies Funding to support purchase of supplies	Assistant Principal	Goal: All staff members have immediate access to emergency supplies. (Teacher access measured through sign-out of emergency kits.)
Investigate opportunities for triage training for selected staff members.	Request access to training through district or county	Funding to support triage training	Assistant Principal & Triage volunteers	Goal: At least 3 staff members receive triage training.
Monitor disaster exit bottleneck at exit #3.	Notify staff of bottleneck Monitor need for further adjustments to routes	N/A	Assistant Principal	Goal: Staff is notified through drill feedback.

Component:

Maintain a safe physical school environment.

Element:

Safe Physical Environment

Opportunity for Improvement:

Regular safety inspections

Objectives	Action Steps	Resources	Lead Person	Evaluation
Ensure warning signs are posted about uneven pavement.	Contact the Facilities Department to arrange for uneven areas to be painted	N/A	Assistant Principal	Goal: All identified areas are sanded down or painted.
Conduct annual inspection with Fire Department.	Conduct inspection with OFD Make suggested corrections Submit necessary work orders	Funding to address OFD recommendations	Assistant Principal	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 & Facilities staff	Goal: School is deemed fully compliant.

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Fremont Middle School Student Conduct Code

Conduct Code Procedures

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 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 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.
Monitor your child's electronic devices

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.
Monitor students electronic devices when used in the class room

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/school dress code 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 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.

Students May Be Disciplined for the Following Reasons:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
 - (3) Willfully used force or violence upon the person of another, except in self-defense.
 - r) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
 - s) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
 - t) 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.
 - u) Committed or attempted to commit robbery or extortion.
 - v) Caused or attempted to cause damage to school property or private property.
 - w) Stole or attempted to steal school property or private property.
 - x) Possessed or used tobacco, or tobacco products.
 - y) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - z) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - aa) Disrupted school activities or otherwise willfully defied the valid authority
 - bb) Knowingly received stolen school property or private property.
 - cc) Possessed an imitation firearm.
 - dd) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - ee) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - ff) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - gg) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - 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.

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 cellular telephones or electronic devices inappropriately;
- 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.

(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 so as 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 on the basis of 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 January-March.

Complete annual Safe School Plan in January-March.

Safety Plan Appendices

Emergency Contact Numbers

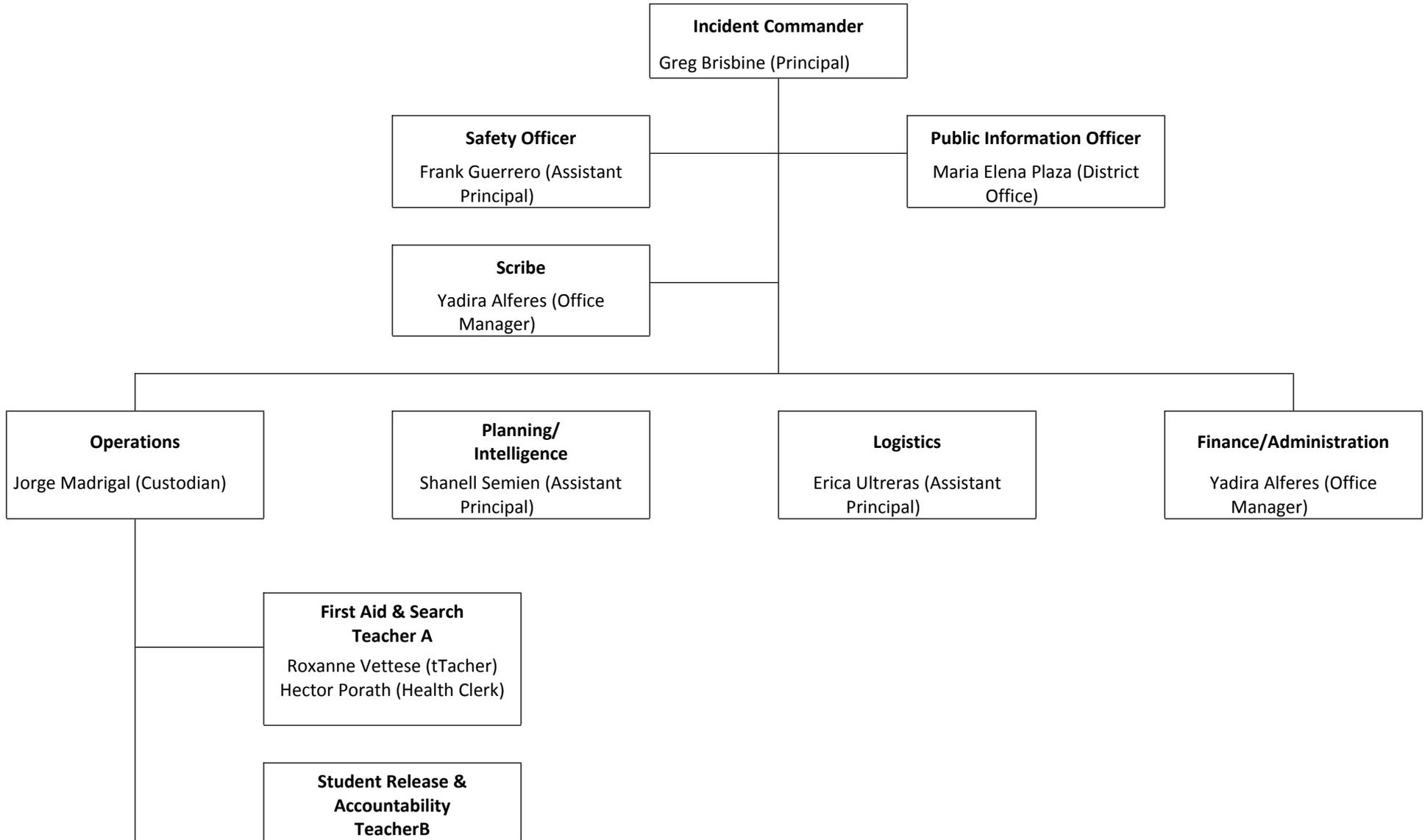
Utilities, Responders and Communication Resources

Type	Vendor	Number	Comments
Law Enforcement/Fire/Paramedic	Ventura County Sheriff's Department	911	
Law Enforcement/Fire/Paramedic	Police Department	911 from a land line; 486-1663 from cell phone	
Law Enforcement/Fire/Paramedic	Fire/Paramedic Emergency	911	
Law Enforcement/Fire/Paramedic	Ventura County Children & Family Services	654-3200	Human Resources Department
Public Utilities	Southern California Edison	1-800-655-4555 - 0	
Public Utilities	Southern California Gas	1(800) 427-2200 - 1	
Public Utilities	Telephone Repair	611	
Local Hospitals	St. Johns Hospital	988-2500	
Local Hospitals	Ventura County Medical Center	652-6000	
Local Hospitals	Community Memorial Hospital	652-5011	

Safety Plan Review, Evaluation and Amendment Procedures

Activity Description (i.e. review steps, meetings conducted, approvals, etc)	Date and Time	Attached Document (description and location)
Review plan with staff in Fall.	September-October	
Review and update plan through regularly scheduled Safety Committee meetings.	Monthly (at least 6 times/year)	
Review plan with School Site Council and ELAC in January-March.	January-March 2015	
Complete annual Safe School Plan in January-March.	January-March 2015	

Fremont Middle School Incident Command System



Claudia Cortez (Attendance
Tech)
Virginia Whitt (Intermediate
Secretary)

Incident Command Team Responsibilities

Standardized Emergency Response Management System Overview

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:

Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency

It is important to note that school administrators are responsible for the health and safety of students and staff during an emergency. Although the following procedures refer to specific actions, school administrators must exercise discretion in implementing standardized procedures and should consider modifications as necessary to ensure the health and safety of all personnel during an emergency. These might include: Earthquake, Hazardous materials, Flooding, Fire, Dam Failure, Transportation Incident (Air, Train, Truck), School Violence, Terrorism, Tsunami, and Public Health Emergency.

Step Two: Identify the Level of Emergency

OSD emergency response and recovery operations will be managed in one of three modes, depending on the magnitude of the emergency/disaster.

Level 1 is a minor incident that is quickly resolved and internal resources or limited help. The District will maintain normal staffing and reporting protocols. At this operational level, the environment is monitored for changes.

Level 2 is a more significant emergency that impacts district buildings and or school sites. For level 2 the Emergency Operations Plan is activated. The EOC will be activated but only those functions that are needed to coordinate and support emergency operations will be activated. The EOC Director will determine the magnitude of the emergency and coordinate its resolution or, if the emergency continues to develop, a Level 3 response will be activated. Other key staff may be alerted, depending on the nature of the emergency.

Level 3 is a disaster that involves the entire District, school sites and the surrounding community. At Level 3, the EOP is activated, and the entire District Emergency management organization is activated.

Step Three: Determine the Immediate Response Action

The staff and students response to any emergency/disaster is based on an understanding of the nature of the emergency/disaster, the potential hazards, the likely response services and knowledge of what individuals and groups should do to increase their chances of survival and recovery.

Immediate action responses may include: Drop cover and hold, Shelter in place, Lock down, Campus Evacuation, Off Campus Evacuation, and/or All Clear.

Step Four: Communicate the Appropriate Response Action

Based on the Emergency, we would activate members of the Emergency Incident Command System.

Pending level of Emergency communication locally is reported to parents by the Connect Ed telephone system. Significant Emergencies are then reported by the District. OSD reports and notifications are to be made to the Ventura County Operational Area via the City of Oxnard and those directives that are currently in place through the SIMS and NIMS plan.

Types of Emergencies & Specific Procedures

Aircraft Crash

1. Call 911 to report the crash. Designate whether private or commercial.
2. Notify the District Office.
3. Establish a Command Post and activate the Incident Command System.
4. Determine if any staff or students are in immediate danger. If necessary, evacuate to primary/secondary locations away from the crash site. All others are to remain at their assigned locations.
5. Render first aid as necessary.
6. Take roll and report results to the incident command center.
7. Assist emergency responders and coordinate activities accordingly.
8. Once civil/military responders have taken charge of the accident area, coordinate the release of students (if necessary) with the District Office.

Animal Disturbance

The children, staff and community members will be moved to a safe area when an animal is present, near, or on campus. If possible, the campus custodian may assist in securing the animal from becoming harmed or hurt anyone. The animal may be confined to a secured area until it is removed from the campus by animal control.

Armed Assault on Campus

1. Call 911
2. Institute Lockdown - Priority 1 procedures
3. Remain on Lockdown
4. Call Superintendent's Office (487-3918)
5. Lock all doors and windows with students inside classrooms.
6. Close all blinds/curtains. Classroom lights should be turned off.
7. Assemble students in one area of the classroom
8. Establish a command post
9. Follow the directions of law enforcement
10. At the direction of the police, signal all clear with a bell, an announcement or written message.

Biological or Chemical Release

1. If you are notified of potentially hazardous release or accident, notify the Superintendent immediately.
2. Render first aid as necessary.
3. Establish a Command Post and implement the Incident Command System.
4. The decision to evacuate the site will be made by the Superintendent based on the recommendations of the principal and/or by competent civil authority.
5. If an evacuation order is imminent, move students and staff to a designated evacuation/shelter area. If evacuation is not imminent, students and staff should remain in classrooms or in assigned areas.
6. Until ordered to evacuate, assume that a "shelter-in-place strategy" will be employed and do the following:
 - 1). Direct all students and staff to remain indoors.
 - 2). Direct all heating and ventilation systems to be shut down.
 - 3). Direct that all windows be closed.

PESTICIDE EXPOSURE (Pesticide Drift)

1. The principal will notify the Superintendent immediately.
2. Notify the Ventura County Agriculture Commission (805) 647-5931. Request an inspector be sent to the site immediately. If the Agricultural Commissioner's Office is closed (normal hours are 6:30 AM to 3:00 PM) call 911.
3. Notify all on campus After School/Day Care providers.
4. Notify all employees including Crossing Guards and volunteers.

5. Render first aid if necessary.
6. Until ordered to evacuate, assume that a shelter-in-place strategy will be employed and do the following:
 1. Direct all students and staff to remain indoors until it is safe or directed otherwise.
 2. Direct all heating and ventilation systems (HVAC) to be shut down.
 3. Direct all windows to be closed.
 7. Establish Command Post and implement the Incident Command System
 1. As word of the incident spreads, be prepared to release students to parents or guardians.
 2. Release students ONLY to a person listed on the emergency card.
 8. Contact Environmental Health Department at 654-2811 to gain their assistance in handling the emergency and so that they may put local physicians on alert for possible chemical exposure treatment.
 9. Contact the Fire Department for possible Hazardous Materials Team deployment.
 10. The decision to evacuate the site will be made by the Superintendent or his designee based on the recommendations of the principal and/or by competent civil authority.
 11. If an evacuation order is imminent, move students and staff to a designated area. If evacuation is not imminent, students and staff should remain in classrooms.
 12. Should the event occur at the start of the school day, notify the following of the emergency:
 1. District Office: 487-3918
 2. Facilities and Transportation: 385-1514
 - a. To alert bus drivers / crossing guards
 - b. Check safety of students at any affected bus stops and popular walking route to/from school.
 3. Police department
 13. If contamination is present after the school day, the district will notify after-school users holding permits (youth athletic teams, scout groups, community classes, etc.) of possible concern.

District Notification Requirements:

As soon as possible, after the immediate emergency has been controlled, the District/Site will contact the following:

1. Adjacent or nearby schools.
2. All other users of the campus, including after school clubs, scout groups, athletic teams, ROP's and Child Development Centers.
3. As much as possible, ideally on the day of the event, the District will supply parents/staff with the following information:
 1. Chemical involved, including how much and when the drift occurred.
 2. Possible symptoms and effects to be monitored with the suggestion that the child be seen by their physician if any symptoms occur. The physician should be advised by the parent of a possible chemical exposure.
 3. Mitigating actions (showering, bagging of clothing, etc.).
 4. Statement of campus safety.

Post Event Cleanup /Safety Procedures:

1. In most cases, a wash-down of playground equipment, outdoor tables, railings, pillars, doors, and drinking fountains with soap and water and a thorough rinsing will suffice. In some cases, steam and/or a high-pressure hose will also be effective. Ensure that run-off from the washing process does not contaminate playgrounds or other areas of the campus.
2. If indoor areas are exposed, soap and water are generally the preferred method to clean tables, counter tops and sinks.
3. Classroom animals should be monitored for any adverse effects.
4. All HVAC filters are to be changed.
5. Evaluate potentially contaminated material on the grounds (leafy debris, play sand, bark chips) for possible cleaning or removal.

Prior Notification:

1. The district and/or the principal shall notify all parents of the school by taking the following actions:
2. Post a notice at a central location on the outside of the school immediately after the district and/or principal receives notification of the pesticide application.
3. Place copies of the notice in the front office.
4. Send a written notice home to parents immediately after notification is received by the district and/or principal. ConnectEd will be used for communication purposes as well. Both the written notice and the posted notice shall include all information known by the district and/or principal, pertaining to the pesticide application, i.e. the chemical, the amount of the chemical, the timing of the application, and the method of application.
5. Requests must be made to the grower that all spraying be done outside of school hours, preferably during weekends, holidays and vacations when schools and fields are not in use.

6. All windows and doors are to be closed and locked.
7. All heating, ventilation and air conditioning systems (HVAC) are to be shut down.
8. Playground equipment/surfacing material (sand and/or bark) and outdoor tables are to be covered with tarpaulins.
9. Outdoor drinking fountains are to be covered with plastic.
10. All school/classroom animals are to be removed to safe areas.

After application:

1. Remove all tarpaulins and plastic covers.
2. Tarpaulins are to be cleaned and plastic discarded.
3. Wash down all playground equipment, outdoor tables and drinking fountains.
4. Monitor the site for any conditions which will require mitigation and respond accordingly.

For example, area of "standing water" should be removed or covered with clean sand. The principal will coordinate with Facilities and Operations and the District Office to assure that appropriate resources are available.

5. Refer to Post Event Clean-up Safety Procedures above for possible further actions.

Bomb Threat/ Threat Of violence

BOMB THREAT

1. The receiving person should attempt to keep the caller on the line, while communicating to nearby personnel that there is a bomb threat. (This person will complete the form entitled "Bomb Threat Report" (See form following).
2. Contact the police and the District Office.
3. Administrators will call for an evacuation and establish a command post.
4. DO NOT use radios or cellular telephones.
5. An organized search of the campus will be conducted under the direction of the law enforcement agencies/principal.
6. Activate the Incident Command System; Hazard Control Unit.
7. In the event that a suspicious object is located, all personnel should be kept clear of the area until law enforcement agencies have evaluated the conditions.
8. Return to your normal routine only when the principal and the law enforcement agencies/principal give the all clear to return back to school/classes.

NUCLEAR ATTACK

This section assumes a nuclear detonation away from our area and our area not affected by the blast itself. The main concern is radioactive fallout.

1. Establish a Command Post and implement the Incident Command System. Establish communications with the District Office.
2. Direct the Facilities Unit to begin locating food and water.
3. Assign personnel to begin protecting each building containing people from fallout. Place all objects possible between the blast area and your location. Any object you can utilize for this purpose will be beneficial.
4. Shut down all heating and ventilation systems.
5. Keep students in classrooms with their backs to the interior walls.
6. Take roll and report missing students to the Principal.
7. All personnel are to remain indoors unless performing duties as assigned.
8. Upon receiving the "all clear" release students.

Bus Disaster

The following procedures are for use by bus drivers and appropriate school administrators in the event of an earthquake, serious bus accident, or other emergency that occurs while students are on a field trip or being transported to or from school.

This section addresses two possible scenarios involving a bus disaster: (1) an earthquake and (2) a serious accident or bus fire. It is important to note that drivers may need to make spontaneous, independent decisions based on the nature of the emergency, age of the children, location of the bus, and other unique circumstances to ensure children's safety.

Procedure

Scenario 1 – Earthquake

1. Upon first indication of an earthquake, the bus driver should issue Drop, Cover, and Hold procedures to all students on the bus.
2. The bus should be moved away from all power lines, bridges, overpasses, possible landslide conditions, overhanging trees, or other dangerous situations.
3. The bus driver should set the emergency brake, turn off the ignition, and wait for the shaking to stop.
4. The bus driver should check students for any injuries and provide first aid, as appropriate.
5. In the event the bus is disabled, the driver and students should stay in place until help arrives.
6. The bus driver should contact the School Administrator and the District Transportation Director to report the location and condition of students on the bus.
7. The School Administrator will determine what additional appropriate notifications should be made and will brief the District Superintendent on the situation.
8. If the bus driver is instructed to resume the bus route, the driver should continue to pick students up. Students should only be dropped off if a responsible adult is at the bus stop.
9. If it is impossible to return to school, the bus driver should contact the School Administrator and remain with the children until further instructions are received.
10. The bus driver is responsible for all students who board the bus throughout the emergency.

Scenario 2 – Serious Accident or Bus Fire

1. The bus driver will park the bus in a safe location with the emergency brake set and the ignition off.
2. In the event of a fire, students and the driver should evacuate the bus immediately and move to a safe location away from the bus and traffic using available barricades (e.g., trees, cars) when available.
3. The bus driver will immediately call 9-1-1 and provide the exact location of the bus and wait for the arrival of emergency response personnel.
4. The bus driver should check students for injuries and provide appropriate first aid.
5. The bus driver should call the School Administrator and the District Transportation Director (refer to the Essential Contacts in the Appendices of this Plan) to report the location and condition of students.
6. The School Administrator will determine what additional appropriate notifications should be made and will inform the District Superintendent on the situation.
7. The bus driver is responsible for accounting for all students throughout the emergency.

Disorderly Conduct

1. Consult with the Police Department and the District to coordinate appropriate protection.
2. Establish a Command Post and an Incident Command System. Notify the Superintendent (805) 487-3918.
3. Inform teachers and staff of the emergency situation. If necessary, signal a "Lockdown".
4. Do not release staff or students without authorization.
5. Screen all persons entering campus and given a site identification badge. A government issued picture ID (IE: drivers license) will be required.

6. All students and staff are to remain in their respective classrooms and work areas.
7. Lock all doors and windows and close all window blinds or curtains.
8. Avoid window areas.
9. When the emergency is over, signal all clear.

Earthquake

A. INSIDE SCHOOL BUILDING:

1. The teacher, or staff member in authority, will implement action, "DUCK – COVER AND HOLD." Stay inside building until the shaking stops.
2. Try to avoid glass and falling objects, areas where there are large panels of glass and/or heavy suspended light fixtures.
3. Do not use telephones.
4. Implement action, "LEAVE BUILDING" (long bell), when instructed to do so, after the earthquake is over and tremors have subsided. Special consideration should be given to exit routes as some exits have heavy roof structures over the doorways. Go to an open area away from trees, power poles, etc.
5. Avoid touching electrical wires and metal objects such as chain link fences.
6. Render first aid if necessary.
7. Take roll and report missing students to principal.
8. The principal/designee is to establish a command post, assess damage, activate search team and activate the incident command system.
9. Activate a buddy system; determine needs of neighboring schools.
10. Principal to request assistance through school district channels.
11. Notify the District Emergency Operations Center of any breaks in utility lines.
12. The superintendent/designee will determine the advisability of closing the school, based on the report of the principal.

B. IF OUTSIDE:

1. Move away from buildings, playground equipment, utility poles, signs, trees, metal fences, exposed wires and wet areas.
2. The safest place is in the open. Stay there until the earthquake is over.
3. Follow procedures 5 through 12 under "Inside School Building."

C. WALKING TO AND FROM SCHOOL:

1. The safest place is in the open. Stay there.
2. Move away from buildings, utility poles, signs, trees, metal fences and exposed wires.
3. DO NOT RUN! Do "DROP – TAKE COVER."
4. After an earthquake, if on your way TO school, continue to school.
5. After an earthquake, if on your way FROM school, continue home.

D. ON SCHOOL BUS:

1. If possible, the bus driver will pull to the side of the road away from any buildings, poles, and large trees issue command "DROP – TAKE COVER."
2. Turn off ignition and set brakes.
3. Wait until the earthquake is over.
4. If possible, contact dispatch office by radio for instructions.

E. STUDENTS WITH DISABILITIES:

1. Students with disabilities may need special assistance and instruction regarding falling debris. Additional drills may be needed and practiced to make certain the procedures are mastered.
2. Each disabled student's needs should be assessed in relation to the possibility of a disaster and his/her preparedness.

Explosion or Risk Of Explosion

1. DUCK, COVER, AND HOLD command is to be given immediately. Do not approach windows or doors.
2. If the explosion is not in the building, students and staff are to remain at their assigned locations until directed by competent authority.

3. If necessary, move to primary/secondary evacuation locations outside the building and away from the location of the explosion.
4. Render first aid as necessary.
5. Notify authorities (911) and the Superintendent.
6. Activate the Incident Command System.
7. Teachers are to take roll and report missing students to the office.
8. If possible to fight small fires without endangering life, do so.
9. If necessary, notify utility companies of any breaks in their lines.

Fire in Surrounding Area

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Fire on School Grounds

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Flooding

- 1) Warning of an impending flood would normally be received at the endangered location by telephone from the District Office or from a civil agency (police or fire). If access to the Internet is available, the national weather service supplies current weather information, including severe weather warnings at <http://www.nwsia.noaa.gov>.
- 2) Establish a Command Post and communicate with the District Office. The predicted extent of the flood and the amount of time before it arrives will determine the course of action.
- 3) Keep students indoors until it is determined to be safe
- 4) Move students to pre-designated assembly areas if an evacuation is ordered.
- 5) Teachers are to take roll, complete Disaster Report, and report all missing students to the office.
- 6) The principal may initiate the following emergency actions:
 - Dismiss school.
 - Leave campus and move to a safe place

Loss or Failure Of Utilities

1. Notify the appropriate utility company and the District Office.
2. Determine if any power, sewer, gas or water lines are down or ruptured on or adjacent to the campus. If so, activate the Incident Command System.
3. Determine if an evacuation is necessary.
4. Use emergency lighting (flashlights) and open window shades to provide as much light as possible.
5. Should the utility failure be for an extended period, make recommendations to and coordinate activities with the District Office.

Motor Vehicle Crash

1. Call 911 to report the crash.
2. Evaluate situation start first aid where possible
3. Notify the District Office
4. Establish a command post as needed
5. Determine if any staff or students are in immediate danger. If necessary evacuate location to move away from crash.
6. Consult with District Office and Emergency personnel for further direction and coordinate activity as needed.

Psychological Trauma

Many emergencies may result in psychological trauma for students and school staff. These emergencies may include an act of violence; the death of a student or staff member; an earthquake or other natural disaster; a serious environmental problem; or ethnic and racial tensions. Emergencies may result in the following conditions:

- Temporary disruption of regular school functions and routines
- Significant interference with the ability of students and staff to focus on learning
- Physical and/or psychological injury to students and staff
- Concentrated attention from the community and news media

As a result, students and staff may exhibit a variety of psychological reactions. Once the physical safety of those involved has been ensured, attention must focus on meeting the emotional and psychological needs of students and staff.

Specific procedures relating to crisis management can be found in the Oxnard School District – School Crisis Intervention Team Manual.

Procedure

1. The School Administrator will contact the District Superintendent to establish a Crisis Intervention Team, which has primary responsibility for providing necessary assistance after all types of crises.
2. The District Superintendent will determine whether a District EOC activation is necessary to support school site Crisis Intervention Team operations.
3. The Crisis Intervention Team will assess the range of crisis intervention services needed during and following an emergency.

4. The Crisis Intervention Team will provide direct intervention services for students and staff.
5. The School Administrator, District Superintendent and Crisis Intervention Team will work together to determine when and how school functions should be restored.
6. The Crisis Intervention Team should provide ongoing assessment, if needed, as well as follow-up services, as required.

Suspected Contamination of Food or Water

The following procedure should be followed if any school staff member reports suspected contamination of food or water. This procedure applies where there is evidence of tampering with food or packaging, observation of suspicious individuals in proximity to food or water supplies, or if the school is notified of possible food/water contamination by District staff or local agencies. Indicators of contamination may include unusual odor, color, or taste, and/or multiple persons with unexplained nausea, vomiting, or other illnesses.

Procedure

1. Upon indication of suspected contamination, the School Administrator will work with appropriate school staff to isolate the suspected food/water. Access should be restricted to the contaminated area to prevent consumption of food/water.
2. The School Administrator should call 9-1-1, District Superintendent, Child Nutrition Services and Ventura County Public Health .
3. District Superintendent will determine whether a District EOC activation is necessary to support school site operations.
4. School medical personnel should assess the need for medical attention and provide first aid, as appropriate.
5. The School Administrator and school staff will make a list of all potentially affected students and staff along with their symptoms, the food/water suspected to be contaminated, and the quantity and description of products consumed. The list should be provided to responding authorities.
6. The School Administrator should work with local authorities and District Superintendent to determine necessary follow-up actions, including the need to notify other potentially affected schools in the District.
7. The School Administrator and District Superintendent will work with Ventura County Public Health to determine when normal school operations can resume.
8. The School Administrator will ensure that parents are notified of the incident, as appropriate.

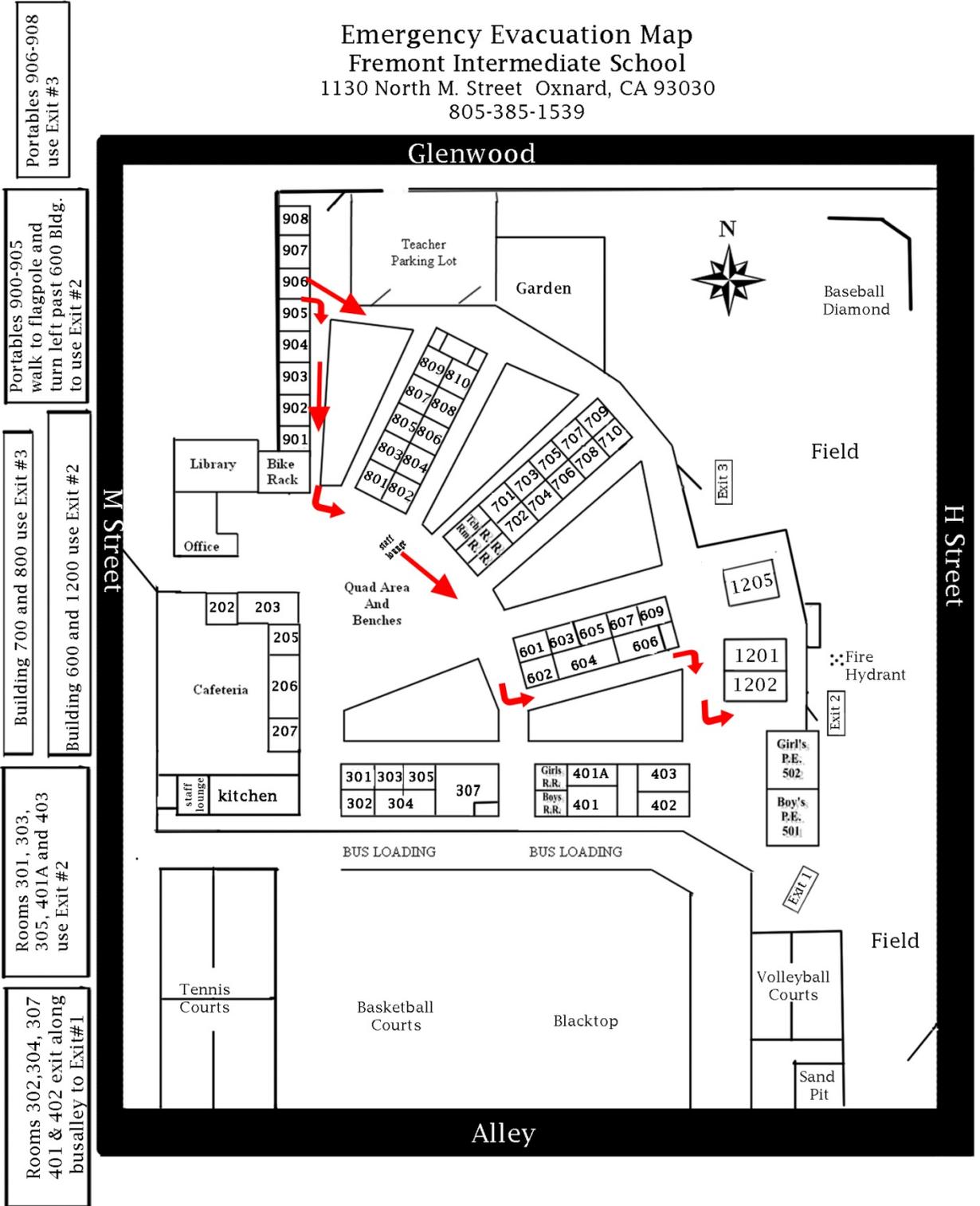
Unlawful Demonstration or Walkout

The administrator will contact the District Superintendent for direction.

Emergency Evacuation Map

Appendix A

Emergency Evacuation Map
 Fremont Intermediate School
 1130 North M. Street Oxnard, CA 93030
 805-385-1539



Portables 906-908
use Exit #3

Portables 900-905
walk to flagpole and
turn left past 600 Bldg.
to use Exit #2

Building 700 and 800 use Exit #3
Building 600 and 1200 use Exit #2

Rooms 301, 303,
305, 401A and 403
use Exit #2

Rooms 302, 304, 307
401 & 402 exit along
busalley to Exit #1

Comprehensive School Safety Plan SB 187 Compliance Document

2014-2015 School Year

School: Harrington Elementary School
CDS Code: 56725386055297
District: Oxnard School District
Address: 2501 Gisler Avenue,
Oxnard, California, 93033
Date of Adoption: January 2015

Approved by:

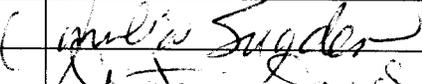
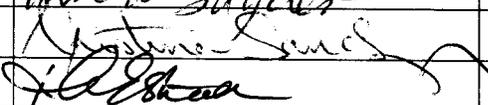
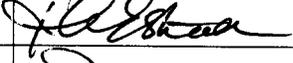
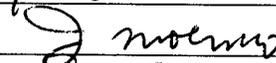
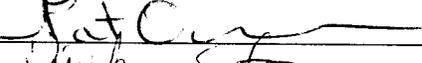
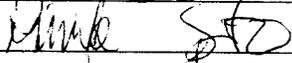
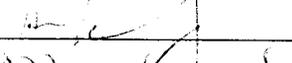
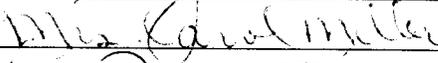
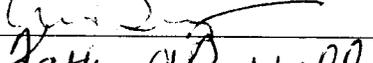
Name	Title	Signature	Date
Amelia Sugden	Principal		12/15/14
Christina Sanchez	Office Manager		12/15/14
Hannan Estrada	School Resource Officer		2/12/15
Julie Rivera-Moreno	Teacher		12/15/14
Pat Oropeza	Teacher		12/15/14
Kimi Walrod-Soto	Safety Chair		12/15/14
Hugo Hernandez	Lead Custodian		12/15/14
Carol Miller	Teacher		12/15/14
Amanda Dempsey	Teacher		12/15/14
Kathy Russell	Teacher		12/15/14

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Senate Bill 187: Comprehensive School Safety Plan Purpose

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 AB 115. 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 of the Comprehensive School Safety Plan is available for review at Harrington Elementary School's office.

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 learning environment that is open to diversity and respectful. Our students are our future, and we commit to work together in partnership to bring about their ultimate well-being.

Components of the Comprehensive School Safety Plan (EC 32281)

Harrington Elementary School Safety Committee

Amelia Sugden, Principal
Cristina Sanchez, Office Manager
Hugo Hernandez, Lead Custodian
Hannah Estrada, School Resource Officer, OPD
Julie Rivera-Moreno, Teacher
Pat Oropeza, Teacher
Kimi Walrod-Soto, Teacher
Amanda Dempsey, Teacher
Kathy Russell, Teacher

Assessment of School Safety

The OPD will conduct an annual safety assessment of school including the traffic in the morning and after school and report to staff. The Lead Custodian will make monthly safety inspections and complete appropriate paperwork to correct problems as needed. Safety committee will meet on a regular basis to review components of the plan. Members of the safety committees such as Search and Rescue and First Aid will attend annual training provided by the District Office.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

Update and evaluate program annually with input from staff, parents and community.
Simulate emergency evacuation drills as directed by the District Office.
Hold monthly fire and/or earthquake and lockdown drills.

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

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.

OSD CHILD ABUSE REPORTING PROCEDURES ADVISORY

If in doubt, file! (Call Children and Family Services or the Police Department)
Call Children and Family Services immediately to verbally report.

Forward completed Child Abuse Report form within 36 hours.
Do not pass on the responsibility to report. However, you can/should consult with your supervisor.
If you have a reasonable suspicion, you then have a duty to check (reasonable suspicion creates a duty).
The burden of proof is not with you. Children and Family Services will do the investigation.
School staff is not liable for defamation if done in the course and scope of your employment.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

Disaster Plan (See Appendix C-F)

GENERAL: The 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.

- A. Mass panic can be one of the greatest dangers to students. Staff members should remember that in times of stress, students will look for leadership to those who are normally in an authoritative position. REMAIN CALM, size up the situation and take action based on known facts and plans.
- B. 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.
- C. A well-prepared and tested plan for prompt and positive protection minimizes injuries and loss of life in a major disaster.
- D. 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.
- E. 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.
- F. Emergency Announcements will be provided on the following radio stations.

AM Radio Stations:

Ventura: KVTM 1590	Oxnard: 910 KOXR
Los Angeles: KNX 1070	
Spanish: KTRO 1520	

FM Radio Stations:

Ventura: KHAY 100.7	Oxnard: 102.9 Radio Lazer
Los Angeles: KBIG 104.3	Oxnard: 103.7 La "M"
Oxnard: KCAQ 104.7	Oxnard: 96.7 Estereo Corazon

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.

(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.
- k) Disrupted school activities or otherwise willfully defied the valid authority
- 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.

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

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

(a)(1) Causing serious physical injury to another person, except in self-defense.

(a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.

(a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).

(a)(4) Robbery or extortion.

(a)(5) Assault or battery upon any school employee.

(c)(1) Possessing, selling, or otherwise furnishing a firearm.

(c)(2) Brandishing a knife at another person.

(c)(3) Unlawfully selling a controlled substance.

(c)(4) Committing or attempting to commit a sexual assault.

(c)(5) Possession of an explosive.

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: (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.

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.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Whenever a student is identified as violent or dangerous per E.C. 49079 the teacher will be informed by the principal. The teacher shall keep this information in confidence and must not further disseminate it. However, if the teacher believes that the student is improperly placed (or is an immediate danger) these opinions (and related observations) should be shared with the principal immediately. The Student Study Team, and/or District SARB should be used for referral or added support in such cases. The district office also has a responsibility to insure that all appropriate actions are taken to identify, notify and support necessary interventions with regard to violent or dangerous pupils.

NOTICE OF SCHOOL DISRUPTION

Directive to Leave School Grounds Now

Your behavior constitutes an unlawful disruption at school in violation of Penal Code §§ 71, 601 and 626.8, Education Code §§ 44810 and 44811, and/or Code of Civil Procedure § 527.8.

YOU ARE DIRECTED TO LEAVE SCHOOL PROPERTY IMMEDIATELY!

The school district has procedures for resolving complaints and disputes which you may take advantage of if you wish. Please call (805) 487-3918 for further information. Staff members at the Oxnard School District Office will assist you in situations such as this.

(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 WHO?, Assistant Superintendent (805) 487-3918. 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, Pupil Support Services, 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. (Education Code 35294.1)

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.

(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.

Specific procedures include:

- No students are allowed on campus before 7:35 AM
- Only students that eat breakfast can enter the campus and go directly to the cafeteria at 7:35. (All TK and K students assemble in the designated areas in the front of the school for arrival and dismissal.)
- Students must enter and exit through the front or back gates
- Breakfast is served from 7:35- 7:50
- Students can go out to the playground at 7:50
- School begins at 8:00, there is a two minute warning bell at 7:58
- Harrington campus supervisors assist students at arrival and departure for safety
- Use caution during arrival and departure times. Be patient and safe.
- Cross streets at designated cross walks
- Dismissal time is 2:20, (Wednesdays 1:17) park outside of the school when waiting for children.
- Teachers supervise classes as they are dismissed for a safe and orderly dismissal.
- Parking lots are for Harrington Staff Only

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

School's Social (Climate) Environment

Element:

Classroom Management

Opportunity for Improvement:

Harrington Elementary encounters many challenges with student behavior during unstructured time. Additional campus supervision and skill building for students to play harmoniously and resolve conflict is an on-going need.

Objectives	Action Steps	Resources	Lead Person	Evaluation
The Teachers and students will adhere to the Lesson One "Pledge for Success".	Recite Pledge for success, family time, and practice self-control time.	Program materials exist at school	Principal	Teachers lesson plans
Staff will continue regularly scheduled, SSC, ELAC, PTA and other parent meeting to encourage parent involvement.	Schedule regular meetings	N/A	Principal	Agenda & Minutes
The principal will have positive behavior assemblies with students every trimester or as often as needed.	Schedule on the Master Calendar with Leadership Team input	N/A	Principal, Office Manager and School Leadership Team	Calendar
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
Add supervision during unstructured student time (recess and lunch).	Adjust budget to add more hours of supervision.	Alignment of budget to add more campus supervision and training of staff members	Principal and Leadership Team	Number of Campus Supervisors and hours worked daily.

Component:

School's Physical Environment

Element:**Opportunity for Improvement:**

Objectives	Action Steps	Resources	Lead Person	Evaluation
Will assure that the campus is secure on a daily basis.	Campus assistants will be assigned to gates during arrival and dismissal	Alignment of budget to add more supervision and training.	Principal, Office Manager	Observation
Will have the custodian walk the campus every morning to notice and report hazardous conditions.	Submit work orders to clerk as needed		Custodian	Observation
Will continue to request that visitors on campus sign-in in the front office.	Have sign in available in front office.		Office Manager	Sign in sheets

Component:

Building Students' Resiliency Skills

Element:

Opportunity for Improvement:

Objectives	Action Steps	Resources	Lead Person	Evaluation
Will continue to implement Lesson One Strategies.	Classroom Teachers include in daily lesson plans		Principal	Teacher weekly lesson plans
Will have monthly drills to build staff and students resiliency.(fire, earthquake, lock down)	Schedule drills, coordinate with SRO when appropriate. Train teachers in-charge on fire drills, lock down and incident command protocols.		Principal, Office Manager Teacher in-charge	Calendar, bulletin/debrief
Have students partner across grade level to promote positive interaction.	Teacher partners coordinate time to meet		Leadership Team	Bulletin/calendar/debrief
Implement Olweus Bully Prevention Program and build student skills	Train Staff, Parents and students		BPCC	Annual Oweus Survey

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

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.

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.

Harrington School has a school-wide skills program that all students and staff are trained in called Lesson One. All staff and students are expected to recite and follow the pledge on a daily basis.

LESSON ONE

Pledge for Success

A Promise I Make to Myself

I will listen to what others have to say.

When I wait my turn to speak. I can hear what everyone has to say.

I will try my best.

Even when I make mistakes, I learn from them. The most important thing is to keep trying.

I will treat others the way I would like to be treated.

Pushing, fighting, bullying, name-calling, and treating others badly hurts them and hurts me.

I will respect the diversity of all people.

Whether we are the same or different on the outside, it's the person we are on the inside that counts.

I will remember that I have people who care about me in my family, school, and community.

Families, like schools and communities can be many sizes and made up of all kinds of people.

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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.

Students May Be Disciplined for the Following Reasons:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
- (3) 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.
- k) Disrupted school activities or otherwise willfully defied the valid authority
- 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.
- 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.

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.

Conduct Code Procedures

Teachers are requested to make contact with parents for classroom behavior issues. After contact has been made and behavior continues student may be referred to the principal. Behaviors of serious nature should be referred to the principal without prior parent contact.

Campus assistants should write referrals and place them in the teachers box. Behaviors of serious nature should be referred directly to the principal.

(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 so as 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 on the basis of 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

Will be reviewed at the end of the school year to make adjustments as needed for the next school year.

Safety Plan Appendices

Emergency Contact Numbers

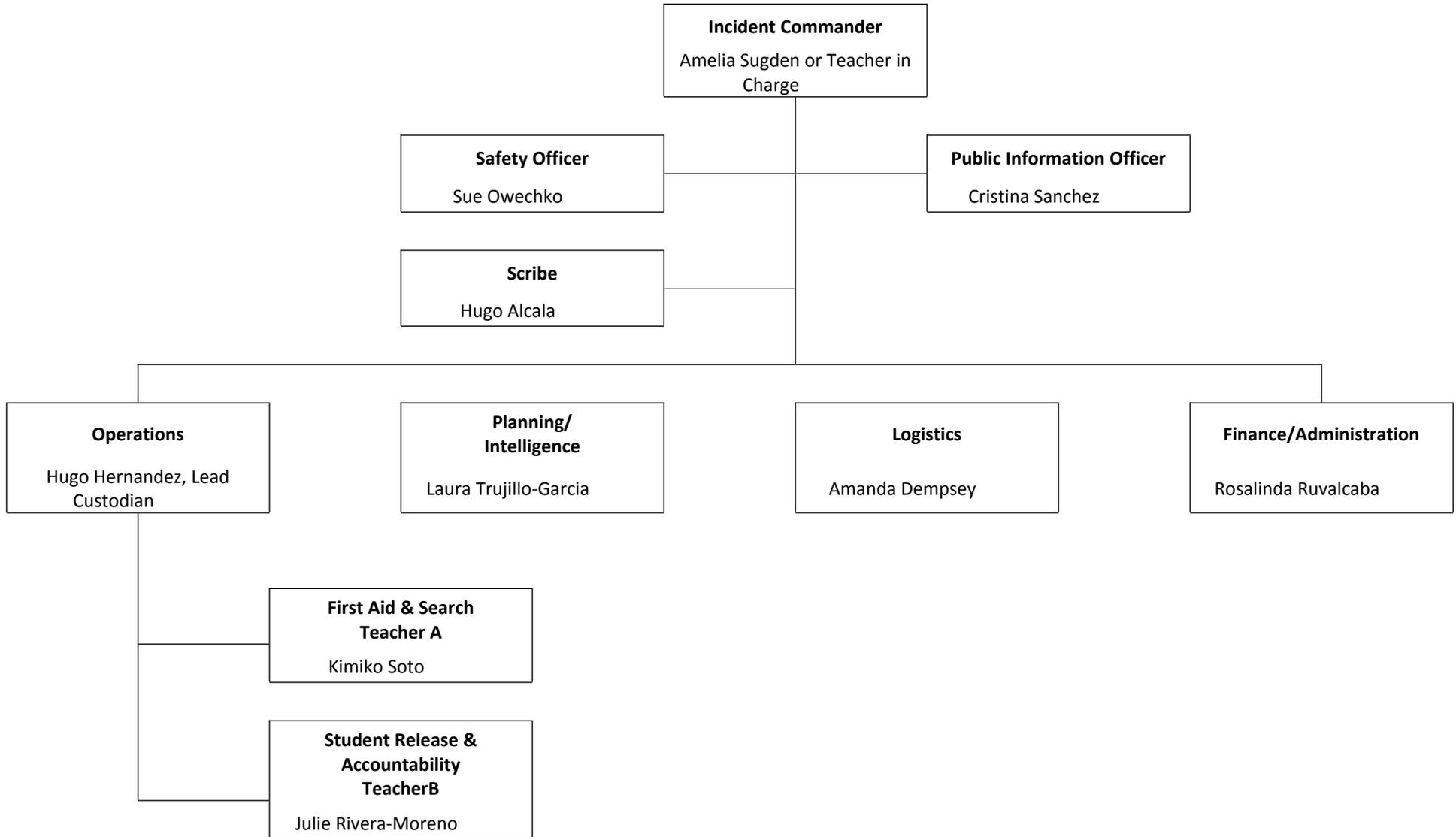
Utilities, Responders and Communication Resources

Type	Vendor	Number	Comments
Law Enforcement/Fire/Paramedic	Ventura County Sheriff's Department	911	805-654-2311
Law Enforcement/Fire/Paramedic	Oxnard Police Department	911 from a land line; 486-1663 from cell phone	Non-emergency number (805) 385-7740
Law Enforcement/Fire/Paramedic	Fire/Paramedic Emergency	911	
Law Enforcement/Fire/Paramedic	Ventura County Children & Family Services	654-3200	Human Resources Department
Public Utilities	Southern California Edison	1-800-655-4555 - 0	
Public Utilities	Southern California Gas	1(800) 427-2200 - 1	
Public Utilities	Telephone Repair	611	
Local Hospitals	St. Johns Hospital	988-2500	
Local Hospitals	Ventura County Medical Center	652-6000	
Local Hospitals	Community Memorial Hospital	652-5011	

Safety Plan Review, Evaluation and Amendment Procedures

Activity Description (i.e. review steps, meetings conducted, approvals, etc)	Date and Time	Attached Document (description and location)
Review plan with safety committee at each regurlary scheduled meeting. January/February review plan with Leadership Team, Safety Committee and School Site Council. Update plan by March of each year.		

Harrington Elementary School Incident Command System



Incident Command Team Responsibilities

Standardized Emergency Response Management System Overview

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:

Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency

It is important to note that school administrators are responsible for the health and safety of students and staff during an emergency. Although the following procedures refer to specific actions, school administrators must exercise discretion in implementing standardized procedures and should consider modifications as necessary to ensure the health and safety of all personnel during an emergency. These might include: Earthquake, Hazardous materials, Flooding, Fire, Dam Failure, Transportation Incident (Air, Train, Truck), School Violence, Terrorism, Tsunami, and Public Health Emergency.

Step Two: Identify the Level of Emergency

OSD emergency response and recovery operations will be managed in one of three modes, depending on the magnitude of the emergency/disaster.

Level 1 is a minor incident that is quickly resolved and internal resources or limited help. The District will maintain normal staffing and reporting protocols. At this operational level, the environment is monitored for changes.

Level 2 is a more significant emergency that impacts district buildings and or school sites. For level 2 the Emergency Operations Plan is activated. The EOC will be activated but only those functions that are needed to coordinate and support emergency operations will be activated. The EOC Director will determine the magnitude of the emergency and coordinate its resolution or, if the emergency continues to develop, a Level 3 response will be activated. Other key staff may be alerted, depending on the nature of the emergency.

Level 3 is a disaster that involves the entire District, school sites and the surrounding community. At Level 3, the EOP is activated, and the entire District Emergency management organization is activated.

Step Three: Determine the Immediate Response Action

The staff and students response to any emergency/disaster is based on an understanding of the nature of the emergency/disaster, the potential hazards, the likely response services and knowledge of what individuals and groups should do to increase their chances of survival and recovery.

Immediate action responses may include: Drop cover and hold, Shelter in place, Lock down, Campus Evacuation, Off Campus Evacuation, and/or All Clear.

Step Four: Communicate the Appropriate Response Action

Based on the Emergency, we would activate members of the Emergency Incident Command System.

Pending level of Emergency communication locally is reported to parents by the Connect Ed telephone system. Significant Emergencies are then reported by the District. OSD reports and notifications are to be made to the Ventura County Operational Area via the City of Oxnard and those directives that are currently in place through the SIMS and NIMS plan.

Types of Emergencies & Specific Procedures

Aircraft Crash

1. Call 911 to report the crash. Designate whether private or commercial.
2. Notify the District Office.
3. Establish a Command Post and activate the Incident Command System
4. Determine if any staff or students are in immediate danger. If necessary, evacuate to primary/secondary locations away from the crash site. All others are to remain at their assigned locations.
5. Render first aid as necessary.
6. Take roll and report results to the incident command center.
7. Assist emergency responders and coordinate activities accordingly.
8. Once civil/military responders have taken charge of the accident area, coordinate the release of students (if necessary) with the District Office.

Animal Disturbance

This procedure should be implemented when the presence of a dog, coyote, mountain lion, or any other wild animal threatens the safety of students and staff.

Procedure

1. The School Administrator will initiate appropriate immediate response actions, which may include Lock Down or On-Campus Evacuation procedures.
2. Upon discovery of an animal, school staff should isolate students from the animal, if it is safe to do so. If the animal is outside, students will be kept inside. If the animal is inside, students will be kept outside in an area away from the animal. It is best to close doors and lock gates as a means to isolate the animal.
3. If additional outside assistance is needed, the School Administrator will call 9-1-1 and provide the location of the animal and nature of the emergency.
4. The School Administrator will notify the District Superintendent of incident and keep District Superintendent apprised of the situation. District Superintendent will determine whether a District EOC activation is necessary to support school site operations.
5. If a staff member or student is injured, school medical personnel should immediately be notified. The parent or emergency contact of the injured person should also be immediately notified.
6. The School Administrator will initiate Off-Campus Evacuation procedures, if deemed necessary by changes in conditions at the school campus.
7. In the event that students need to be released from the school site, refer to Parent-Child Reunification procedures.

Armed Assault on Campus

1. Call 911
2. Institute Lockdown - Priority 1 or 2 procedures, depending on nature of threat
3. Remain on Lockdown until "All Clear" is declared by police.

Biological or Chemical Release

1. If you are notified of potentially hazardous release or accident, notify the Superintendent immediately.

2. Render first aid as necessary.
3. Establish a Command Post and implement the Incident Command System.
4. The decision to evacuate the site will be made by the Superintendent based on the recommendations of the principal and/or by competent civil authority.
5. If an evacuation order is imminent, move students and staff to a designated evacuation/shelter area. If evacuation is not imminent, students and staff should remain in classrooms or in assigned areas.
6. Until ordered to evacuate, assume that a "shelter-in-place strategy" will be employed and do the following:
 - 1). Direct all students and staff to remain indoors.
 - 2). Direct all heating and ventilation systems to be shut down.
 - 3). Direct that all windows be closed.

PESTICIDE EXPOSURE (Pesticide Drift)

1. The principal will notify the Superintendent immediately, they will alert the Facilities and Transportation Department.
2. Notify the Ventura County Agriculture Commission (805) 647-5931. Request an inspector be sent to the site immediately. If the Agricultural Commissioner's Office is closed (normal hours are 6:30 AM to 3:00 PM) call 911.
3. Contact Environmental Health Department at 654-2811 to gain their assistance in handling the emergency and so that they may put local physicians on alert for possible chemical exposure treatment.
4. Contact the Fire Department for possible Hazardous Materials Team deployment.
5. Notify all on campus After School/Day Care providers.
6. Notify all employees including Crossing Guards and volunteers.
7. Render first aid if necessary.
8. Until ordered to evacuate, assume that a shelter-in-place strategy will be employed and do the following:
9. Direct all students and staff to remain indoors until it is safe or directed otherwise.
10. Direct all heating and ventilation systems (HVAC) to be shut down.
11. Direct all windows to be closed.
12. Establish Command Post and implement the Incident Command System
13. As word of the incident spreads, be prepared to release students to parents or guardians.
14. Release students ONLY to a person listed on the emergency card.
15. The decision to evacuate the site will be made by the Superintendent or his designee based on the recommendations of the principal and/or by competent civil authority.
16. If an evacuation order is imminent, move students and staff to a designated area. If evacuation is not imminent, students and staff should remain in classrooms.
17. Should the event occur at the start of the school day, notify the following of the emergency:
18. If contamination is present after the school day, the district facilities department will notify after-school users holding permits (youth athletic teams, scout groups, community classes, etc.) of possible concern.

District Notification Requirements:

As soon as possible, after the immediate emergency has been controlled, the District/Site will contact the following:

1. Adjacent or nearby schools.
2. All other users of the campus, including after school clubs, scout groups, athletic teams, ROPs and Child Development Centers.
3. As much as possible, ideally on the day of the event, the District will supply parents/staff with the following information:
4. Chemical involved, including how much and when the drift occurred.
5. Possible symptoms and effects to be monitored with the suggestion that the child be seen by their physician if any symptoms occur. The physician should be advised by the parent of a possible chemical exposure.
6. Mitigating actions (showering, bagging of clothing, etc.).
7. Statement of campus safety.

Post Event Cleanup /Safety Procedures:

1. In most cases, a wash-down of playground equipment, outdoor tables, railings, pillars, doors, and drinking fountains with soap and water and a thorough rinsing will suffice. In some cases, steam and/or a high-pressure hose will also be effective. Ensure that run-off from the washing process does not contaminate playgrounds or other areas of the campus.
2. If indoor areas are exposed, soap and water are generally the preferred method to clean tables, counter tops and sinks.
3. Classroom animals should be monitored for any adverse effects.
4. All HVAC filters are to be changed.
5. Evaluate potentially contaminated material on the grounds (leafy debris, play sand, bark chips) for possible cleaning or removal.

Prior Notification:

1. The district and/or the principal shall notify all parents of the school by taking the following actions:
2. Post a notice at a central location on the outside of the school immediately after the district and/or principal receives notification of the pesticide application.
3. Place copies of the notice in the front office.
4. Send a written notice home to parents immediately after notification is received by the district and/or principal. ConnectEd will be used for communication purposes as well. Both the written notice and the posted notice shall include all information known by the district and/or principal, pertaining to the pesticide application, i.e. the chemical, the amount of the chemical, the timing of the application, and the method of application.
5. Requests must be made to the grower that all spraying be done outside of school hours, preferably during weekends, holidays and vacations when schools and fields are not in use.
6. All windows and doors are to be closed and locked.
7. All heating, ventilation and air conditioning systems (HVAC) are to be shut down.
8. Playground equipment/surfacing material (sand and/or bark) and outdoor tables are to be covered with tarpaulins.
9. Outdoor drinking fountains are to be covered with plastic.
10. All school/classroom animals are to be removed to safe areas.

After application:

1. Remove all tarpaulins and plastic covers.
2. Tarpaulins are to be cleaned and plastic discarded.
3. Wash down all playground equipment, outdoor tables and drinking fountains.
4. Monitor the site for any conditions which will require mitigation and respond accordingly. For example, area of "standing water" should be removed or covered with clean sand. The principal will coordinate with Facilities and Operations and the District Office to assure that appropriate resources are available.
5. Refer to Post Event Clean-up Safety Procedures above for possible further actions.

Bomb Threat/ Threat Of violence

BOMB THREAT

1. The receiving person should attempt to keep the caller on the line, while communicating to nearby personnel that there is a bomb threat. (This person will complete the form entitled "Bomb Threat Report" (See form following).
2. Contact the police and the District Office.
3. Administrators will call for an evacuation and establish a command post.
4. DO NOT use radios or cellular telephones.
5. An organized search of the campus will be conducted under the direction of the law enforcement agencies/principal.
6. Activate the Incident Command System; Hazard Control Unit.
7. In the event that a suspicious object is located, all personnel should be kept clear of the area until law enforcement agencies have evaluated the conditions.
8. Return to your normal routine only when the principal and the law enforcement agencies/principal give the all clear to return back to school/classes.

NUCLEAR ATTACK

This section assumes a nuclear detonation away from our area and our area not affected by the blast itself. The main concern is radioactive fallout.

1. Establish a Command Post and implement the Incident Command System. Establish communications with the District Office.
2. Direct the Facilities Unit to begin locating food and water.
3. Assign personnel to begin protecting each building containing people from fallout. Place all objects possible between the blast area and your location. Any object you can utilize for this purpose will be beneficial.
4. Shut down all heating and ventilation systems.
5. Keep students in classrooms with their backs to the interior walls.
6. Take roll and report missing students to the Principal.
7. All personnel are to remain indoors unless performing duties as assigned.

8. Upon receiving the “all clear” release students.

Bus Disaster

The following procedures are for use by bus drivers and appropriate school administrators in the event of an earthquake, serious bus accident, or other emergency that occurs while students are on a field trip or being transported to or from school.

This section addresses two possible scenarios involving a bus disaster: (1) an earthquake and (2) a serious accident or bus fire. It is important to note that drivers may need to make spontaneous, independent decisions based on the nature of the emergency, age of the children, location of the bus, and other unique circumstances to ensure children’s safety.

Procedure

Scenario 1 – Earthquake

1. Upon first indication of an earthquake, the bus driver should issue Drop, Cover, and Hold procedures to all students on the bus.
2. The bus should be moved away from all power lines, bridges, overpasses, possible landslide conditions, overhanging trees, or other dangerous situations.
3. The bus driver should set the emergency brake, turn off the ignition, and wait for the shaking to stop.
4. The bus driver should check students for any injuries and provide first aid, as appropriate.
5. In the event the bus is disabled, the driver and students should stay in place until help arrives.
6. The bus driver should contact the School Administrator and the District Transportation Director to report the location and condition of students on the bus.
7. The School Administrator will determine what additional appropriate notifications should be made and will brief the District Superintendent on the situation.
8. If the bus driver is instructed to resume the bus route, the driver should continue to pick students up. Students should only be dropped off if a responsible adult is at the bus stop.
9. If it is impossible to return to school, the bus driver should contact the School Administrator and remain with the children until further instructions are received.
10. The bus driver is responsible for all students who board the bus throughout the emergency.

Scenario 2 – Serious Accident or Bus Fire

1. The bus driver will park the bus in a safe location with the emergency brake set and the ignition off.
2. In the event of a fire, students and the driver should evacuate the bus immediately and move to a safe location away from the bus and traffic using available barricades (e.g., trees, cars) when available.
3. The bus driver will immediately call 9-1-1 and provide the exact location of the bus and wait for the arrival of emergency response personnel.
4. The bus driver should check students for injuries and provide appropriate first aid.
5. The bus driver should call the School Administrator and the District Transportation Director (refer to the Essential Contacts in the Appendices of this Plan) to report the location and condition of students.
6. The School Administrator will determine what additional appropriate notifications should be made and will and the District Superintendent on the situation.
7. The bus driver is responsible for accounting for all students throughout the emergency.

Disorderly Conduct

1. Consult with the Police Department and the District to coordinate appropriate protection.
2. Establish a Command Post and an Incident Command System. Notify the Superintendent (805) 385-1501.
3. Inform teachers and staff of the emergency situation. If necessary, signal a "Lockdown".
4. Do not release staff or students without authorization.
5. Screen all persons entering campus. A government issued picture ID (IE: drivers license) will be required.
6. All students and staff are to remain in their respective classrooms and work areas.
7. Lock all doors and windows and close all window blinds or curtains.
8. Avoid window areas.
9. When the emergency is over, signal all clear.

Earthquake

A. INSIDE SCHOOL BUILDING:

1. The teacher, or staff member in authority, will implement action, "DUCK – COVER AND HOLD." Stay inside building until the shaking stops.
2. Try to avoid glass and falling objects, areas where there are large panels of glass and/or heavy suspended light fixtures.
3. Do not use telephones.
4. Implement action, "LEAVE BUILDING" by sounding long bell or giving evacuate classroom command by bull horn, when instructed to do so, after the earthquake is over and tremors have subsided. Special consideration should be given to exit routes as some exits have heavy roof structures over the doorways. Go to an open area away from trees, power poles, etc.
5. Avoid touching electrical wires and metal objects such as chain link fences.
6. Render first aid if necessary.
7. Take roll and report missing students to principal.
8. The principal/designee is to establish a command post, assess damage, activate search team and activate the incident command system.
9. Activate a buddy system; determine needs of neighboring schools.
10. Principal to request assistance through school district channels.
11. Notify the District Emergency Operations Center of any breaks in utility lines.
12. The superintendent/designee will determine the advisability of closing the school, based on the report of the principal.

B. IF OUTSIDE:

1. Move away from buildings, playground equipment, utility poles, signs, trees, metal fences, exposed wires and wet areas.
2. The safest place is in the open. Stay there until the earthquake is over.
3. Follow procedures 5 through 12 under "Inside School Building."

C. WALKING TO AND FROM SCHOOL:

1. The safest place is in the open. Stay there.
2. Move away from buildings, utility poles, signs, trees, metal fences and exposed wires.
3. DO NOT RUN! Do "DROP – TAKE COVER."
4. After an earthquake, if on your way TO school, continue to school.
5. After an earthquake, if on your way FROM school, continue home.

D. ON SCHOOL BUS:

1. If possible, the bus driver will pull to the side of the road away from any buildings, poles, and large trees issue command "DROP – TAKE COVER."
2. Turn off ignition and set brakes.
3. Wait until the earthquake is over.
4. If possible, contact dispatch office by radio for instructions.

E. HANDICAPPED STUDENTS:

1. Students with handicap conditions may need special assistance and instruction regarding falling debris. Additional drills may be needed to make certain the procedures are mastered.
2. Each handicapped student's needs should be assessed in relation to the possibility of a disaster and his/her preparedness.

Explosion or Risk Of Explosion

1. DUCK, COVER, AND HOLD command is to be given immediately. Do not approach windows or doors.
2. If the explosion is not in the building, students and staff are to remain at their assigned locations until directed by competent authority.
3. If necessary, move to primary/secondary evacuation locations outside the building and away from the location of the explosion.
4. Render first aid as necessary.
5. Notify authorities (911) and the Superintendent.
6. Activate the Incident Command System.
7. Teachers are to take roll and report missing students to the office.
8. If possible to fight small fires without endangering life, do so.
9. If necessary, notify utility companies of any breaks in their lines.

Fire in Surrounding Area

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Fire on School Grounds

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.

14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Flooding

- 1) Warning of an impending flood would normally be received at the endangered location by telephone from the District Office or from a civil agency (police or fire). If access to the Internet is available, the national weather service supplies current weather information, including severe weather warnings at <http://www.nwsia.noaa.gov>.
- 2) Establish a Command Post and communicate with the District Office. The predicted extent of the flood and the amount of time before it arrives will determine the course of action.
- 3) Keep students indoors until it is determined to be safe
- 4) Move students to pre-designated assembly areas if an evacuation is ordered.
- 5) Teachers are to take roll, complete Disaster Report, and report all missing students to the office.
- 6) The principal may initiate the following emergency actions:
 - Dismiss school.
 - Leave campus and move to a safe place

Loss or Failure Of Utilities

1. Notify the appropriate utility company and the District Office.
2. Determine if any power, sewer, gas or water lines are down or ruptured on or adjacent to the campus. If so, activate the Incident Command System.
3. Determine if an evacuation is necessary.
4. Use emergency lighting (flashlights) and open window shades to provide as much light as possible.
5. Should the utility failure be for an extended period, make recommendations to and coordinate activities with the District Office.

Motor Vehicle Crash

1. Call 911 to report the crash.
2. Evaluate situation start first aid where possible
3. Notify the District Office
4. Establish a command post as needed
5. Determine if any staff or students are in immediate danger. If necessary evacuate location to move away from crash.
6. Consult with District Office and Emergency personnel for further direction and coordinate activity as needed.

Psychological Trauma

Many emergencies may result in psychological trauma for students and school staff. These emergencies may include an act of violence; the death of a student or staff member; an earthquake or other natural disaster; a serious environmental problem; or ethnic and racial tensions. Emergencies may result in the following conditions:

Temporary disruption of regular school functions and routines

Significant interference with the ability of students and staff to focus on learning

Physical and/or psychological injury to students and staff

Concentrated attention from the community and news media

As a result, students and staff may exhibit a variety of psychological reactions. Once the physical safety of those involved has been ensured, attention must focus on meeting the emotional and psychological needs of students and staff.

Specific procedures relating to crisis management can be found in the Oxnard School District – School Crisis Intervention Team Manual.

Procedure

1. The School Administrator will contact the District Superintendent to establish a Crisis Intervention Team, which has primary responsibility for providing necessary assistance after all types of crises.

2. The District Superintendent will determine whether a District EOC activation is necessary to support school site Crisis Intervention Team operations.
3. The Crisis Intervention Team will assess the range of crisis intervention services needed during and following an emergency.
4. The Crisis Intervention Team will provide direct intervention services for students and staff.
5. The School Administrator, District Superintendent and Crisis Intervention Team will work together to determine when and how school functions should be restored.
6. The Crisis Intervention Team should provide ongoing assessment, if needed, as well as follow-up services, as required.

Suspected Contamination of Food or Water

The following procedure should be followed if any school staff member reports suspected contamination of food or water. This procedure applies where there is evidence of tampering with food or packaging, observation of suspicious individuals in proximity to food or water supplies, or if the school is notified of possible food/water contamination by District staff or local agencies. Indicators of contamination may include unusual odor, color, or taste, and/or multiple persons with unexplained nausea, vomiting, or other illnesses.

Procedure

1. Upon indication of suspected contamination, the School Administrator will work with appropriate school staff to isolate the suspected food/water. Access should be restricted to the contaminated area to prevent consumption of food/water.
2. The School Administrator should call 9-1-1, District Superintendent, Child Nutrition Services and Ventura County Public Health .
3. District Superintendent will determine whether a District EOC activation is necessary to support school site operations.
4. School medical personnel should assess the need for medical attention and provide first aid, as appropriate.
5. The School Administrator and school staff will make a list of all potentially affected students and staff along with their symptoms, the food/water suspected to be contaminated, and the quantity and description of products consumed. The list should be provided to responding authorities.
6. The School Administrator should work with local authorities and District Superintendent to determine necessary follow-up actions, including the need to notify other potentially affected schools in the District.
7. The School Administrator and District Superintendent will work with Ventura County Public Health to determine when normal school operations can resume.
8. The School Administrator will ensure that parents are notified of the incident, as appropriate.

Unlawful Demonstration or Walkout

The administrator will contact the District Superintendent for direction.

Emergency Evacuation Map

DISASTER PREPAREDNESS ASSIGNMENTS 2014-2015

INCIDENT COMMANDER:

Amelia Sugden

LOGISTICS/FINANCIAL LOG:

Cristina Sanchez

FIRST AID (SAFETY & MORGUE)

Michelle Guerra	Maggie Lopez	Beth Gutierrez
Rosa Campos	Gail Warren	Sue Owechko
Claudia Andrade	Jenna Munoz	

SEARCH & LOCATE

Hugo Alcala	Carol Miller	Stacie Thurman
Olivia Muro	Hugo Hernandez	Kimi Walrod
Carol Miller	Rosie Quezada	Viviana Cortez

ASSEMBLY AREA

Kristin Cumins	Pat Oropeza	Josie Noyola
Marisol Hernandez	Ana Cash	Carmen Hernandez
Mireya Zendejas	Lulu Cordova	Floripes Abramovich
Kathy Russell	Chelsea Rubino	

CHECK IN

Laura Trujillo	Dusti Mechling	Irene Zavala
Amanda Dempsey		

CHECK OUT

Rosalinda Ruvalcaba	Julie Moreno	Graciela Fuentes
Graciela Flores		

BUILDING EVACUATION PROCEDURES FOR ALL DISASTERS

SIGNAL: Automatic, intermittent sounding bell
Obvious smoke or fire which might endanger safety of class or school

All Clear Announcement: Return quietly to room.

The procedure for building evacuation shall be conducted by the classroom teacher during the first week of school, until proficiency is attained. The school in general will have a building evacuation drill at least once a month.

PROCEDURES: All students are to stop work immediately.
All school personnel, visitors, and students are to leave the building immediately or as soon as their assigned emergency duties are completed. Students are NOT to take books, sweaters, or personal belongings with them.
The first person to reach the door shall open it.
All students are to walk to their assigned area. There shall be NO talking, running, or pushing.
PICK UP EMERGENCY BACKPACK
The teacher shall check to see that everyone is out, close the door, and then proceed with the group.
All students are to proceed to assigned area on the grass. When directed each class will join it paired class and stand quietly.
Individual students in restrooms, computer lab, library, or cafeteria shall join the nearest lines leaving the building and walk to grass area where they will rejoin their class.
Students must report first to class room teacher.
In no case shall any group stop less than fifty (50) feet from a building.
Students shall not stop in front of gates or entrances, which may be used by emergency vehicles.
The teacher is to take attendance accounting for all students.

Anyone detecting a fire will pull the fire alarm. This will automatically implement EVACUATION PROCEDURES.

The Incident Commander (Principal, Teacher in Charge) and teachers will assemble staff and students in the assigned areas.

The Incident Commander (Principal, Teacher in Charge) will notify the Oxnard Fire Department and the District Superintendent or other appropriate school personnel.

The Safety Coordinator (Safety Resource Officer) will keep access roads open for emergency vehicles.

Teachers will take roll of their classes.

Students and staff should not return to classrooms until the "All Clear" bell has rung.

The Incident Commander (Principal, Teacher in Charge) will keep a record of all disaster conducted. A copy of the record shall also be filed in the office of the Superintendent.

EARTHQUAKE PROCEDURES

Earthquakes occur without warning. You will know when this is happening and must take immediate action.

SIGNAL: None

PROCEDURES: The first concern is for the safety of the students. They must be taught the emergency “Duck, Cover and Hold” procedures.

If inside the school building:

Command “DUCK, COVER AND HOLD” is given.

Students and staff immediately duck under a desk or table, and hold onto the desk/table leg with one hand. Place other hand over the back of the neck/head to protect body.

Continue holding on to desk/table leg and be prepared to move with the desk. Keep head and body under the desk or table at all times. Try to stay on knees when the furniture is moving. Keep face off the floor.

After all the movement and noise stop, stay under the desk or table until teacher gives further instructions.

When safe, follow building evacuation procedures.

Students are to stay in assigned areas and not return to the classroom.

If outside the school building:

Drop to knees make an effort to be away from buildings, trees fences and power lines.

Clasp both hands behind your neck. Bury your face in your arms. Make your body as small as possible. Stay in this position until told to move.

When safe, walk to assigned area on the grass.

If student is on the way to or from school, instruct them to follow above procedures.

When shaking stops and it is safe to do so, continue to original destination staying away from buildings, walls, and power lines. Remain alert to hazards and dangers.

If on school bus:

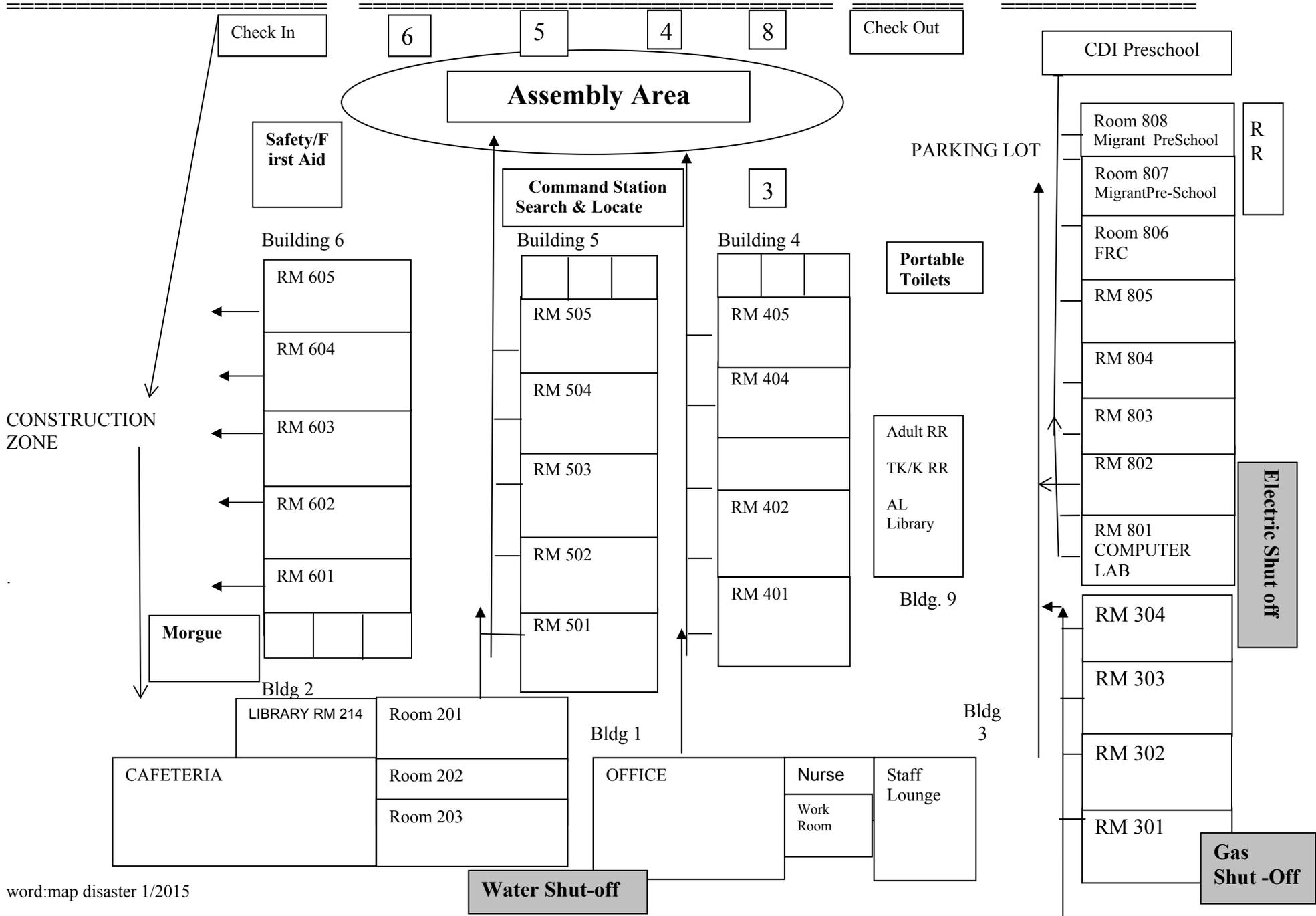
The driver will immediately stop the bus

The driver will give the command “DUCK, COVER, AND HOLD”.

Students will drop to the floor of the bus in the aisles and under seats. Grab hold of seat leg with one hand. Cover neck and head with other hand.

Remain in this position until further instructions are given.

Harrington Elementary School Disaster Plan Locations



Comprehensive School Safety Plan SB 187 Compliance Document

2014-2015 School Year

School: Richard B. Haydock Academy of Arts and Sciences
CDS Code: 56725386055305
District: Oxnard School District
Address: 647 W. Hill Street
 Oxnard, CA 93033
Date of Adoption: January 23, 2014

Approved by:

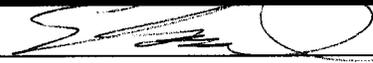
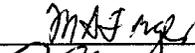
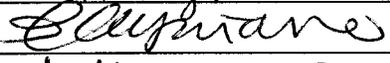
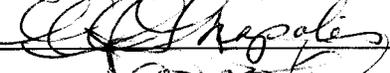
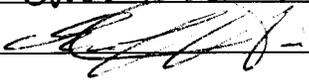
Name	Title	Signature	Date
Dr. Edd Bond	Principal		3-25-14
Maybellyne Frazer	Assistant Principal		3/25/14
Bertha Anguiano	Assistant Principal		3/25/14
Officer John Mora	School Resource Officer		3-25-14
Suzanne Dempsey	OEA Representative		03/25/14
Monica Garcia-Napoles	OSSA Representative		3/25/14
Efrain Cazares	CSEA Representative		3/25/14
Christy Garibay	Office Manager		3/25/14
Erika Alstot	Teacher		3/25/14
Eric Steiner	Teacher		3/25/14

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Senate Bill 187: Comprehensive School Safety Plan Purpose

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 AB 115. 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 of the Comprehensive School Safety Plan is available for review at Richard B. Haydock Academy of Arts and Sciences's office.

Safety Plan Vision

At Richard B. Haydock 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 Haydock 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 Richard B. Haydock 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.

Components of the Comprehensive School Safety Plan (EC 32281)

Richard B. Haydock Academy of Arts and Sciences Safety Committee

Dr. Edd Bond
Elizabeth Becerra
Jona Moorghen
Eric Steiner
Erica Alstot
Suzzane Dempsey
Sahar Moshayedi
Robert Barajas
Ofc. John Mora

Assessment of School Safety

The School Resource Officer from the Oxnard Police Department conducted a security inspection with the assistant principal of the campus and made recommendations which were addressed by school personnel or by the district. A major consideration was to close the campus to all adults before school in the morning. This recommendation was put into effect with the new Closed Campus Policy which was instituted this school year.

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 assistant 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 he district office.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

The Oxnard Police Department and SRO 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 Safety Committee will meet on a monthly basis 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.

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. Once the input has been obtained, a system of communication goes into effect to make sure all stakeholders are made aware of the changes.

In order to ensure that students engage in safe behavior, the school utilizes the Olweus Bully Prevention program. The school rules are posted in the student agenda that every student receives. 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.

Security has been increased by making the campus a Closed Campus. All students are dropped off at the main gate in the morning. 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.

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

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.

OSD CHILD ABUSE REPORTING PROCEDURES ADVISORY

If in doubt, file! (Call Children and Family Services or the Police Department)

Call Children and Family Services immediately to verbally report.

Forward completed Child Abuse Report form within 36 hours.

Do not pass on the responsibility to report. However, you can/should consult with your supervisor.

If you have a reasonable suspicion, you then have a duty to check (reasonable suspicion creates a duty.)

The burden of proof is not with you. Children and Family Services will do the investigation.

School staff is not liable for defamation if done in the course and scope of your employment.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

Disaster Plan (See Appendix C-F)

GENERAL: The 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.

A. Mass panic can be one of the greatest dangers to students. Staff members should remember that in times of stress, students will look for leadership to those who are normally in an authoritative position. REMAIN CALM, size up the situation and take action based on known facts and plans.

B. 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.

C. A well-prepared and tested plan for prompt and positive protection minimizes injuries and loss of life in a major disaster.

D. 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.

E. 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.

F. Emergency Announcements will be provided on the following radio stations.

AM Radio Stations:

Ventura: KVTA 1520

Los Angeles: KNX 1070

Spanish: KTRO 1520

EM Radio Stations:

Ventura: KHAY 100.7

Los Angeles: KBIG 104.3

Oxnard: KCAQ105

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.

(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.
 - k) Disrupted school activities or otherwise willfully defied the valid authority
 - 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.
 - 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

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.

- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

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: (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.

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.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Whenever a student is identified as violent or dangerous per E.C. 49079 the teacher will be informed by the principal. The teacher shall keep this information in confidence and must not further disseminate it. However, if the teacher believes that the student is improperly placed (or is an immediate danger) these opinions (and related observations) should be shared with the principal immediately. The Student Study Team, and/or District SARB should be used for referral or added support in such cases. The district office also has a responsibility to insure that all appropriate actions are taken to identify, notify and support necessary interventions with regard to violent or dangerous pupils.

NOTICE OF SCHOOL DISRUPTION

Directive to Leave School Grounds Now

Your behavior constitutes an unlawful disruption at school in violation of Penal Code §§ 71, 601 and 626.8, Education Code §§ 44810 and 44811, and/or Code of Civil Procedure § 527.8.

YOU ARE DIRECTED TO LEAVE SCHOOL PROPERTY IMMEDIATELY!

The school district has procedures for resolving complaints and disputes which you may take advantage of if you wish. Please call (805) 487-3918 for further information. People at the Oxnard District Office will assist in situations such as this

(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 WHO?, Assistant Superintendent (805) 487-3918. 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, Pupil Support Services, 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. (Education Code 35294.1)

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. Sandals must have heel straps. Thongs or backless shoes or sandals 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.
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, off-the-shoulder or low-cut tops, bare midriffs and skirts or shorts shorter than mid-thigh, leggings are prohibited.
5. Gym shorts may not be worn in classes other than physical education.
6. Hair shall be clean and neatly groomed. Hair may not be sprayed by any coloring that would drip when wet.
7. Shirts should be tucked in and the seat of pants cannot sag.
8. No professional sports team attire is to be worn at any time (NFL, MLB, NHL, NBA, etc).
9. No jewelry shall be worn that would cause the learning environment to be disrupted or poses a danger to students or other personnel (large hoop earrings, gauges, piercings that are on or near the mouth, nose, cheeks, or eyebrows, etc.).

(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 8:45 am to 3:13 pm. Parents dropping students off at school should be aware that supervision IS NOT available before 8:15 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 – LEAVING EARLY

Haydock 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.

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 with an 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 8:45 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 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 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 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 (385-1545) 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 8:20 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 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.

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:

School's Social (Climate) Environment

Element:

Positive Behavior Support

Opportunity for Improvement:

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Increase supervision before, during, and after school	Increase the number of Campus Supervisors or number of hours for CS	Discretionary Funds	Bond, Moorghen, Becerra, and Officer Mora	Ongoing
2) Cultivate additional community resources to help support our students who have issues with alcohol and drugs	Utilize PDAP program, Implement Friday Night Live after school program	TUPE Funds	Administration and Counselors/ORC	Ongoing
3) Cultivate additional community resources to help support our students who have become involved in gang activity.	Utilize PDAP program		Administration and Counselors/ORC	Ongoing
4) Encourage the appropriate use of technology on campus.	Conduct technology guidelines assembly Provide parent technology education Teach about responsible use and cyberbullying during Olweus		Administration	Ongoing
5) Maintain the after-school STAR Program and the City of Oxnard Jaguar Athletic Program.			City of Oxnard	Ongoing
6) Implement Olweus Anti-Bullying Program	Provide additional training for teachers		Garcia- Napoles, O'Leary, Trained Staff	Year End Evaluation
CHAMPS Positive Behavior Support Plan	Provide training for all teachers as part of the MSAP grant	MSAP funds	Administration, Trained Teachers, Ramirez, Garcia- Napoles	Ongoing
Use of the Ripple Effect program for students who have continual behavior referrals	Ripple Effect Program	Site funds	Administration	Ongoing

Component:

School's Physical Environment

Element:

School safety

Opportunity for Improvement:

Objectives	Action Steps	Resources	Lead Person	Evaluation
1) Update disaster supplies	Replace water Replace other expired supplies		Becerra, Bond, Moorghen, and Officer Mora	Ongoing
2) Replace missing or broken blinds in campus rooms	Survey rooms to determine repairs Obtain and install replacement blinds	Discretionary funds/ District	Administration and Custodial Staff	Ongoing
3) Ensure that restrooms are all in working order	Inspect facilities and repair where necessary		Administration and Custodial Staff	Ongoing
4) Ensure sufficient wireless and radio reception throughout campus	Perform System Checks Increase Capability Where Necessary Upgrade radios if necessary	Discretionary funds	Administration	Ongoing
5) Ensure that there are no tripping hazards with doormats and floor runners	Inspect and replace doormats and floor runners if a safety hazard exists	Discretionary funds	Administration and Custodial Staff	Ongoing
6) Establish and maintain a safe campus environment at night	Ensure that sufficient lighting exists at night Investigate the cost of installing/repairing school security cameras	Discretionary funds	Administration and Custodial Staff	Ongoing

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)**Richard B. Haydock Academy of Arts and Sciences 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

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

- Monthly Awards Assemblies
- Attendance Awards
- Academic Awards
- Character Awards
- Sports Awards
- Most Improved Awards
- CHAMPS- Safe and Civil Schools
- Olweus Bullying Prevention Program-Weekly Meetings
- Opportunity Program
- The Ripple Effect

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.

Students May Be Disciplined for the Following Reasons:

- 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.
 - k) Disrupted school activities or otherwise willfully defied the valid authority
 - 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, including, but not limited to, bullying committed by means of an electronic act directed toward a pupil or school personnel.
 - 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.

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.

Conduct Code Procedures

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 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 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 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.

Students May Be Disciplined for the Following Reasons:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
 - (3) Willfully used force or violence upon the person of another, except in self-defense.
 - r) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
 - s) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
 - t) 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.
 - u) Committed or attempted to commit robbery or extortion.
 - v) Caused or attempted to cause damage to school property or private property.
 - w) Stole or attempted to steal school property or private property.
 - x) Possessed or used tobacco, or tobacco products.
 - y) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - z) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - aa) Disrupted school activities or otherwise willfully defied the valid authority
 - bb) Knowingly received stolen school property or private property.
 - cc) Possessed an imitation firearm.
 - dd) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - ee) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - ff) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - gg) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - 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.
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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 Reinforcements

Incentives are used to promote exemplary student conduct.

(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 so as 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 on the basis of 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

Safety Plan Appendices

Emergency Contact Numbers

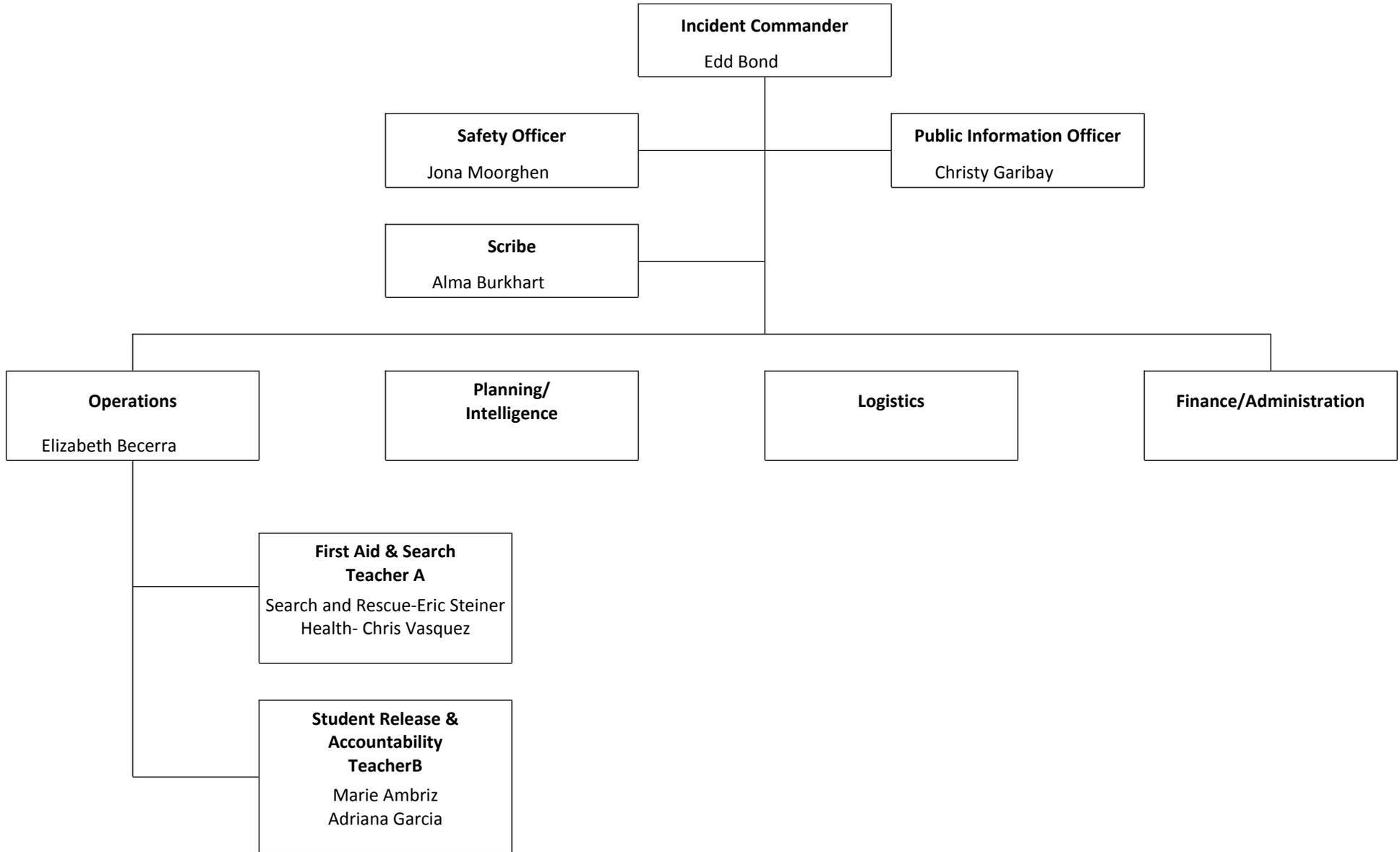
Utilities, Responders and Communication Resources

Type	Vendor	Number	Comments
Law Enforcement/Fire/Paramedic	Ventura County Sheriff's Department	911	
Law Enforcement/Fire/Paramedic	Police Department	911 from a land line; 486-1663 from cell phone	
Law Enforcement/Fire/Paramedic	Fire/Paramedic Emergency	911	
Law Enforcement/Fire/Paramedic	Ventura County Children & Family Services	654-3200	Human Resources Department
Public Utilities	Southern California Edison	1-800-655-4555 - 0	
Public Utilities	Southern California Gas	1(800) 427-2200 - 1	
Public Utilities	Telephone Repair	611	
Local Hospitals	St. Johns Hospital	988-2500	
Local Hospitals	Ventura County Medical Center	652-6000	
Local Hospitals	Community Memorial Hospital	652-5011	

Safety Plan Review, Evaluation and Amendment Procedures

Activity Description (i.e. review steps, meetings conducted, approvals, etc)	Date and Time	Attached Document (description and location)
September review with plan with staff. Review plan with safety committee at each regular scheduled meeting. January review plan with Leadership Team, Safety Committee and School Site Council. Update plan by February of each year.	August 19, 2014 2:00 - 3:00pm	Review of District Emergency Operations Plan Oxnard School District Board Room <ul style="list-style-type: none"> • District provided training on implementation of District and Site Emergency Operation Plan and Procedures.
Site Administration Team Meeting	February 6, 2015 9:00am- 10:30am	Review of School Site Safety Plan Haydock Intermediate School Administrative team discussed the School Safety Plan Provided updates, and discussed the implementation
Site Leadership Team	February 9, 2015 3:15 - 5:00 pm	Review of Comprehensive Safety Plan Recommendations made.
ELAC	February 24, 2015 6:00 - 7:30 pm	Review of Safety Plan. Recommendations made.
School Site Council	February 25, 2015 4:30 - 6:00 pm	Review of Safety plan. Recommendations made.

Richard B. Haydock Academy of Arts and Sciences Incident Command System



Incident Command Team Responsibilities

Standardized Emergency Response Management System Overview

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:

Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency

It is important to note that school administrators are responsible for the health and safety of students and staff during an emergency. Although the following procedures refer to specific actions, school administrators must exercise discretion in implementing standardized procedures and should consider modifications as necessary to ensure the health and safety of all personnel during an emergency. These might include: Earthquake, Hazardous materials, Flooding, Fire, Dam Failure, Transportation Incident (Air, Train, Truck), School Violence, Terrorism, Tsunami, and Public Health Emergency.

Step Two: Identify the Level of Emergency

OSD emergency response and recovery operations will be managed in one of three modes, depending on the magnitude of the emergency/disaster.

Level 1 is a minor incident that is quickly resolved and internal resources or limited help. The District will maintain normal staffing and reporting protocols. At this operational level, the environment is monitored for changes.

Level 2 is a more significant emergency that impacts district buildings and or school sites. For level 2 the Emergency Operations Plan is activated. The EOC will be activated but only those functions that are needed to coordinate and support emergency operations will be activated. The EOC Director will determine the magnitude of the emergency and coordinate its resolution or, if the emergency continues to develop, a Level 3 response will be activated. Other key staff may be alerted, depending on the nature of the emergency.

Level 3 is a disaster that involves the entire District, school sites and the surrounding community. At Level 3, the EOP is activated, and the entire District Emergency management organization is activated.

Step Three: Determine the Immediate Response Action

The staff and students response to any emergency/disaster is based on an understanding of the nature of the emergency/disaster, the potential hazards, the likely response services and knowledge of what individuals and groups should do to increase their chances of survival and recovery.

Immediate action responses may include: Drop cover and hold, Shelter in place, Lock down, Campus Evacuation, Off Campus Evacuation, and/or All Clear.

Step Four: Communicate the Appropriate Response Action

Based on the Emergency, we would activate members of the Emergency Incident Command System.

Pending level of Emergency communication locally is reported to parents by the Connect Ed telephone system. Significant Emergencies are then reported by the District. OSD reports and notifications are to be made to the Ventura County Operational Area via the City of Oxnard and those directives that are currently in place through the SIMS and NIMS plan.

Types of Emergencies & Specific Procedures

Aircraft Crash

1. Call 911 to report the crash. Designate whether private or commercial.
2. Notify the District Office.
3. Establish a Command Post and activate the Incident Command System.
4. Determine if any staff or students are in immediate danger. If necessary, evacuate to primary/secondary locations away from the crash site. All others are to remain at their assigned locations.
5. Render first aid as necessary.
6. Take roll and report results to the incident command center.
7. Assist emergency responders and coordinate activities accordingly.
8. Once civil/military responders have taken charge of the accident area, coordinate the release of students (if necessary) with the District Office.

Animal Disturbance

The children, staff and community members will be moved to a safe area when an animal is present near, or on campus. If possible, the campus custodian may assist in securing the animal from becoming harmed or hurting anyone. The animal may be confined to a secured area until it is removed from the campus by animal control

Armed Assault on Campus

1. Call 911
2. Institute Lockdown - Priority 1 procedures
3. Remain on Lockdown until "All Clear" is instituted by police.

Biological or Chemical Release

1. If you are notified of potentially hazardous release or accident, notify the Superintendent immediately.
2. Render first aid as necessary.
3. Establish a Command Post and implement the Incident Command System.
4. The decision to evacuate the site will be made by the Superintendent based on the recommendations of the principal and/or by competent civil authority.
5. If an evacuation order is imminent, move students and staff to a designated evacuation/shelter area. If evacuation is not imminent, students and staff should remain in classrooms or in assigned areas.
6. Until ordered to evacuate, assume that a "shelter-in-place strategy" will be employed and do the following:
 - a) Direct all students and staff to remain indoors.
 - b) Direct all heating and ventilation systems to be shut down.
 - c) Direct that all windows be closed.

PESTICIDE EXPOSURE (Pesticide Drift)

1. The principal will notify the Superintendent immediately.
2. Notify the Ventura County Agriculture Commission (805) 647-5931. Request an inspector be sent to the site immediately. If the Agricultural Commissioner's Office is closed (normal hours are 6:30 AM to 3:00 PM), call 911.
3. Notify all on campus After School/Day Care providers.
4. Notify all employees including Crossing Guards and volunteers.
5. Render first aid if necessary.
6. Until ordered to evacuate, assume that a shelter-in-place strategy will be employed and do the following:
 - a. Direct all students and staff to remain indoors until it is safe or directed otherwise.
 - b. Direct all heating and ventilation systems (HVAC) to be shut down.
 - c. Direct all windows to be closed.
7. Establish Command Post and implement the Incident Command System.
 - a. As word of the incident spreads, be prepared to release students to parents or guardians.
 - b. Release students ONLY to a person listed on the emergency card.

8. Contact Environmental Health Department at 654-2811 to gain their assistance in handling the emergency and so that they may put local physicians on alert for possible chemical exposure treatment.
9. Contact the Fire Department for possible Hazardous Materials Team deployment.
10. The decision to evacuate the site will be made by the Superintendent/designee based on the recommendations of the principal and/or by competent civil authority.
11. If an evacuation order is imminent, move students and staff to a designated area. If evacuation is not imminent, students and staff should remain in classrooms.
12. Should the event occur at the start of the school day, notify the following of the emergency:
 - a. District Office
 - b. Facilities and Transportation
 - To alert bus drivers / crossing guards
 - Check safety of students at any affected bus stops and popular walking route to/from school.
 - c. Police Department
13. If contamination is present after the school day, the district will notify after-school users holding permits (youth athletic teams, scout groups, community classes, etc.) of possible concern.

District Notification Requirements:

As soon as possible, after the immediate emergency has been controlled, the District/Site will contact the following:

1. Adjacent or nearby schools.
2. All other users of the campus, including after school clubs, scout groups, athletic teams, ROPs, and Child Development Centers.
3. As much as possible, ideally on the day of the event, the District will supply parents/staff with the following information:
 - a. Chemical involved, including how much and when the drift occurred.
 - b. Possible symptoms and effects to be monitored with the suggestion that the child be seen by their physician if any symptoms occur. The physician should be advised by the parent of a possible chemical exposure.
 - c. Mitigating actions (showering, bagging of clothing, etc.).
 - d. Statement of campus safety.

Post Event Cleanup /Safety Procedures:

1. In most cases, a wash-down of playground equipment, outdoor tables, railings, pillars, doors, and drinking fountains with soap and water and a thorough rinsing will suffice. In some cases, steam and/or a high-pressure hose will also be effective. Ensure that run-off from the washing process does not contaminate playgrounds or other areas of the campus.
2. If indoor areas are exposed, soap and water are generally the preferred method to clean tables, counter tops and sinks.
3. Classroom animals should be monitored for any adverse effects.
4. All HVAC filters are to be changed.
5. Evaluate potentially contaminated material on the grounds (leafy debris, play sand, bark chips) for possible cleaning or removal.

Prior Notification:

1. The district and/or the principal shall notify all parents of the school by taking the following actions:
 - a. Post a notice at a central location on the outside of the school immediately after the district and/or principal receives notification of the pesticide application.
 - b. Place copies of the notice in the front office.
 - c. Send a written notice home to parents immediately after notification is received by the district and/or principal. ConnectEd will be used for communication purposes as well. Both the written notice and the posted notice shall include all information known by the district and/or principal, pertaining to the pesticide application (i.e. the chemical, the amount of the chemical, the timing of the application, and the method of application).
2. Requests must be made to the grower that all spraying be done outside of school hours, preferably during weekends, holidays and vacations when schools and fields are not in use.
3. All windows and doors are to be closed and locked.
4. All heating, ventilation and air conditioning systems (HVAC) are to be shut down.
5. Playground equipment/surfacing material (sand and/or bark) and outdoor tables are to be covered with tarpaulins.
6. Outdoor drinking fountains are to be covered with plastic.
7. All school/classroom animals are to be removed to safe areas.

After application:

1. Remove all tarpaulins and plastic covers.
2. Tarpaulins are to be cleaned and plastic discarded.
3. Wash down all playground equipment, outdoor tables and drinking fountains.
4. Monitor the site for any conditions which will require mitigation and respond accordingly. For example, area of "standing water" should be removed or covered with clean sand. The principal will coordinate with Facilities and Operations and the District Office to assure that appropriate resources are available.
5. Refer to Post Event Clean-up Safety Procedures above for possible further actions.

Bomb Threat/ Threat Of violence

BOMB THREAT

1. The receiving person should attempt to keep the caller on the line, while communicating to nearby personnel that there is a bomb threat. (This person will complete the form entitled "Bomb Threat Report" (See form following).
2. Contact the police and the District Office.
3. Administrators will call for an evacuation and establish a command post.
4. DO NOT use radios or cellular telephones.
5. An organized search of the campus will be conducted under the direction of the law enforcement agencies/principal.
6. Activate the Incident Command System; Hazard Control Unit.
7. In the event that a suspicious object is located, all personnel should be kept clear of the area until law enforcement agencies have evaluated the conditions.
8. Return to your normal routine only when the principal and the law enforcement agencies/principal give the all clear to return back to school/classes.

NUCLEAR ATTACK

This section assumes a nuclear detonation away from our area and our area not affected by the blast itself. The main concern is radioactive fallout.

1. Establish a Command Post and implement the Incident Command System. Establish communications with the District Office.
2. Direct the Facilities Unit to begin locating food and water.
3. Assign personnel to begin protecting each building containing people from fallout. Place all objects possible between the blast area and your location. Any object you can utilize for this purpose will be beneficial.
4. Shut down all heating and ventilation systems.
5. Keep students in classrooms with their backs to the interior walls.
6. Take roll and report missing students to the Principal.
7. All personnel are to remain indoors unless performing duties as assigned.
8. Upon receiving the "all clear," release students.

Bus Disaster

The following procedures are for use by bus drivers and appropriate school administrators in the event of an earthquake, serious bus accident, or other emergency that occurs while students are on a field trip or being transported to or from school.

This section addresses two possible scenarios involving a bus disaster: (1) an earthquake and (2) a serious accident or bus fire. It is important to note that drivers may need to make spontaneous, independent decisions based on the nature of the emergency, age of the children, location of the bus, and other unique circumstances to ensure children's safety.

Procedure

Scenario 1 – Earthquake

1. Upon first indication of an earthquake, the bus driver should issue Drop, Cover, and Hold procedures to all students on the bus.

2. The bus should be moved away from all power lines, bridges, overpasses, possible landslide conditions, overhanging trees, or other dangerous situations.
3. The bus driver should set the emergency brake, turn off the ignition, and wait for the shaking to stop.
4. The bus driver should check students for any injuries and provide first aid, as appropriate.
5. In the event the bus is disabled, the driver and students should stay in place until help arrives.
6. The bus driver should contact the School Administrator and the District Transportation Director to report the location and condition of students on the bus.
7. The School Administrator will determine what additional appropriate notifications should be made and will brief the District Superintendent on the situation.
8. If the bus driver is instructed to resume the bus route, the driver should continue to pick students up. Students should only be dropped off if a responsible adult is at the bus stop.
9. If it is impossible to return to school, the bus driver should contact the School Administrator and remain with the children until further instructions are received.
10. The bus driver is responsible for all students who board the bus throughout the emergency.

Scenario 2 – Serious Accident or Bus Fire

1. The bus driver will park the bus in a safe location with the emergency brake set and the ignition off.
2. In the event of a fire, students and the driver should evacuate the bus immediately and move to a safe location away from the bus and traffic using available barricades (e.g., trees, cars) when available.
3. The bus driver will immediately call 9-1-1 and provide the exact location of the bus and wait for the arrival of emergency response personnel.
4. The bus driver should check students for injuries and provide appropriate first aid.
5. The bus driver should call the School Administrator and the District Transportation Director (refer to the Essential Contacts in the Appendices of this Plan) to report the location and condition of students.
6. The School Administrator will determine what additional appropriate notifications should be made and will and the District Superintendent on the situation.
7. The bus driver is responsible for accounting for all students throughout the emergency.

Disorderly Conduct

1. Consult with the Police Department and the District to coordinate appropriate protection.
2. Establish a Command Post and an Incident Command System. Notify the Superintendent (805) 487-3918.
3. Inform teachers and staff of the emergency situation. If necessary, signal a “Lockdown”.
4. Do not release staff or students without authorization.
5. Screen all persons entering campus. A government issued picture ID (i.e. driver’s license) will be required.
6. All students and staff are to remain in their respective classrooms and work areas.
7. Lock all doors and windows and close all window blinds or curtains.
8. Avoid window areas.
9. When the emergency is over, signal “all clear.”

Earthquake

A. IF INSIDE A SCHOOL BUILDING:

1. The teacher, or staff member in authority, will implement action, "DUCK, COVER, AND HOLD." Stay inside the building until the shaking stops.
2. Try to avoid glass and falling objects, areas where there are large panels of glass and/or heavy suspended light fixtures.
3. Do not use telephones.
4. Evacuate the building after the earthquake is over and tremors have subsided. Special consideration should be given to exit routes as some exits have heavy roof structures over the doorways. Go to an open area away from trees, power poles, etc.
5. Avoid touching electrical wires and metal objects such as chain link fences.
6. Render first aid if necessary.
7. Take roll and report missing students to the principal/designee.
8. The principal/designee is to establish a command post, assess damage, activate search team, and activate the incident command system.
9. Activate a buddy system; determine the needs of neighboring schools.
10. Principal to request assistance through school district channels.
11. Notify the District Emergency Operations Center of any breaks in utility lines.
12. The superintendent/designee will determine the advisability of closing the school, based on the report of the principal.

B. IF OUTSIDE:

1. Move away from buildings, playground equipment, utility poles, signs, trees, metal fences, exposed wires, and wet areas.
2. The safest place is in the open. Stay there until the earthquake is over.
3. Follow procedures 5 through 12 under "Inside School Building."

C. WALKING TO AND FROM SCHOOL:

1. The safest place is in the open. Stay there.
2. Move away from buildings, utility poles, signs, trees, metal fences and exposed wires.
3. DO NOT RUN! Do "DROP – TAKE COVER."
4. After an earthquake, if on your way TO school, continue to school.
5. After an earthquake, if on your way FROM school, continue home.

D. ON SCHOOL BUS:

1. If possible, the bus driver will pull to the side of the road away from any buildings, poles, and large trees.
2. The bus driver will issue the command, "DROP – TAKE COVER."
3. Turn off ignition and set brakes.
4. Wait until the earthquake is over.
5. If possible, contact dispatch office by radio for instructions.

E. HANDICAPPED STUDENTS:

1. Students with handicap conditions may need special assistance and instruction regarding falling debris. Additional drills may be needed to make certain the procedures are mastered.
2. Each handicapped student's needs should be assessed in relation to the possibility of a disaster and his/her preparedness.

Explosion or Risk Of Explosion

1. "DUCK, COVER, AND HOLD" command is to be given immediately. Do not approach windows or doors.
2. If the explosion is not in the building, students and staff are to remain at their assigned locations until directed by competent authority.
3. If necessary, move to primary/secondary evacuation locations outside the building and away from the location of the explosion.
4. Render first aid as necessary.
5. Notify authorities (911) and the Superintendent.

6. Activate the Incident Command System.
7. Teachers are to take roll and report missing students to the office.
8. If possible to fight small fires without endangering life, do so.
9. If necessary, notify utility companies of any breaks in their lines.

Fire in Surrounding Area

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate the building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at a safe distance from the fire/fire-fighting equipment.
4. Assist the disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as EVACUATION OF THE SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials, and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Fire on School Grounds

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Flooding

1) Warning of an impending flood would normally be received at the endangered location by telephone from the District Office or from a civil agency (police or fire). If access to the Internet is available, the national weather service supplies current weather information, including severe weather warnings at <http://www.nwsia.noaa.gov>.

- 2) Establish a Command Post and communicate with the District Office. The predicted extent of the flood and the amount of time before it arrives will determine the course of action.
- 3) Keep students indoors until it is determined to be safe
- 4) Move students to pre-designated assembly areas if an evacuation is ordered.
- 5) Teachers are to take roll, complete Disaster Report, and report all missing students to the office.
- 6) The principal may initiate the following emergency actions:
 - Dismiss school.
 - Leave campus and move to a safe place

Loss or Failure Of Utilities

1. Notify the appropriate utility company and the District Office.
2. Determine if any power, sewer, gas or water lines are down or ruptured on or adjacent to the campus. If so, activate the Incident Command System.
3. Determine if an evacuation is necessary.
4. Use emergency lighting (flashlights) and open window shades to provide as much light as possible.
5. Should the utility failure be for an extended period, make recommendations to and coordinate activities with the District Office.

Motor Vehicle Crash

1. Call 911 to report the crash.
2. Evaluate situation start first aid where possible
3. Notify the District Office
4. Establish a command post as needed
5. Determine if any staff or students are in immediate danger. If necessary evacuate location to move away from crash.
6. Consult with District Office and Emergency personnel for further direction and coordinate activity as needed.

Psychological Trauma

Many emergencies may result in psychological trauma for students and school staff. These emergencies may include an act of violence; the death of a student or staff member; an earthquake or other natural disaster; a serious environmental problem; or ethnic and racial tensions. Emergencies may result in the following conditions:

- Temporary disruption of regular school functions and routines
- Significant interference with the ability of students and staff to focus on learning
- Physical and/or psychological injury to students and staff
- Concentrated attention from the community and news media

As a result, students and staff may exhibit a variety of psychological reactions. Once the physical safety of those involved has been ensured, attention must focus on meeting the emotional and psychological needs of students and staff.

Specific procedures relating to crisis management can be found in the Oxnard School District – School Crisis Intervention Team Manual.

Procedure

1. The School Administrator will contact the District Superintendent to establish a Crisis Intervention Team, which has primary responsibility for providing necessary assistance after all types of crises.
2. The District Superintendent will determine whether a District EOC activation is necessary to support school site Crisis Intervention Team operations.
3. The Crisis Intervention Team will assess the range of crisis intervention services needed during and following an emergency.
4. The Crisis Intervention Team will provide direct intervention services for students and staff.
5. The School Administrator, District Superintendent and Crisis Intervention Team will work together to determine when and how school functions should be restored.

6. The Crisis Intervention Team should provide ongoing assessment, if needed, as well as follow-up services, as required.

Suspected Contamination of Food or Water

The following procedure should be followed if any school staff member reports suspected contamination of food or water. This procedure applies where there is evidence of tampering with food or packaging, observation of suspicious individuals in proximity to food or water supplies, or if the school is notified of possible food/water contamination by District staff or local agencies. Indicators of contamination may include unusual odor, color, or taste, and/or multiple persons with unexplained nausea, vomiting, or other illnesses.

Procedure

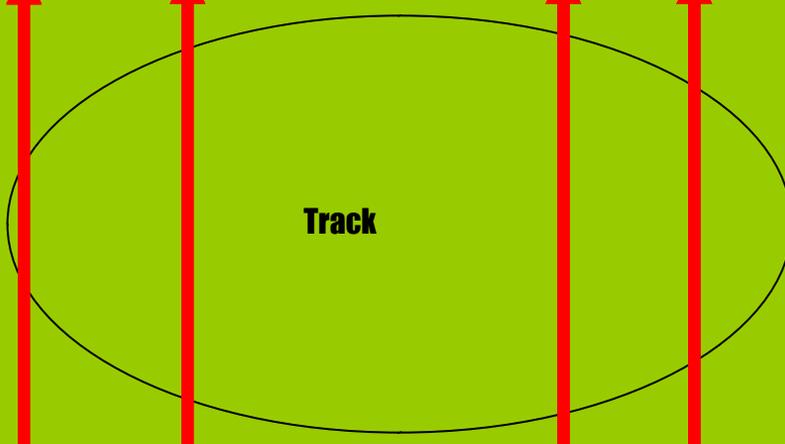
1. Upon indication of suspected contamination, the School Administrator will work with appropriate school staff to isolate the suspected food/water. Access should be restricted to the contaminated area to prevent consumption of food/water.
2. The School Administrator should call 9-1-1, District Superintendent, Child Nutrition Services and Ventura County Public Health .
3. District Superintendent will determine whether a District EOC activation is necessary to support school site operations.
4. School medical personnel should assess the need for medical attention and provide first aid, as appropriate.
5. The School Administrator and school staff will make a list of all potentially affected students and staff along with their symptoms, the food/water suspected to be contaminated, and the quantity and description of products consumed. The list should be provided to responding authorities.
6. The School Administrator should work with local authorities and District Superintendent to determine necessary follow-up actions, including the need to notify other potentially affected schools in the District.
7. The School Administrator and District Superintendent will work with Ventura County Public Health to determine when normal school operations can resume.
8. The School Administrator will ensure that parents are notified of the incident, as appropriate.

Unlawful Demonstration or Walkout

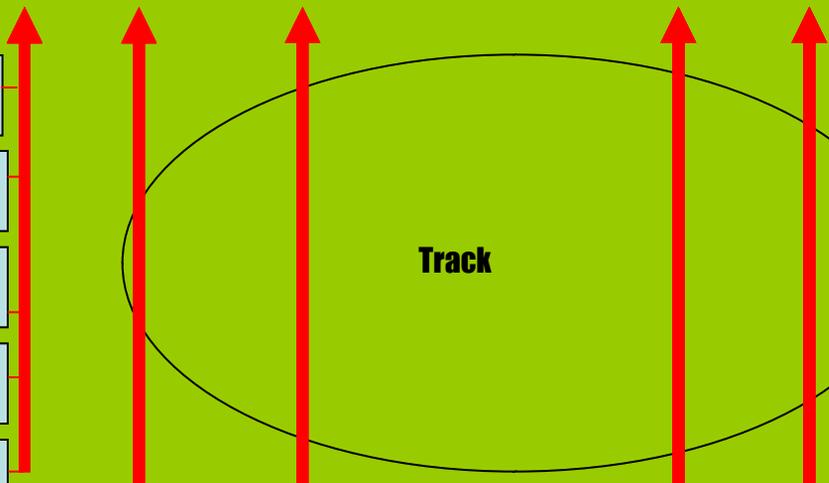
The administrator will contact the District Superintendent for direction.

Emergency Evacuation Map

Emergency Assembly Area



- 1605
- 1604
- 1603
- 1602
- 1601



- 1011
- 1010
- 1007
- 1005
- 1001

Alley

Basketball Courts

Boys' P.E. 1217	Girls' P.E. 1223
Weight Room	Exercise Room

- 910 911
- 909
- 908
- 905

801	802
-----	-----

Quad

Library

701	702	703	704	
601	602	603	604	605
501	502	503	504	505
401	402	403	404	405
301	302	303	304	305

- 1701
- 1702
- 1703

Parking Lot

Tennis Courts

Cafeteria

201



Office

Parking Lot

Pre-School

Hill Street

Comprehensive School Safety Plan SB 187 Compliance Document

2014-2015 School Year

School: Kamala Elementary School/ San Miguel Preschool
CDS Code: 567253860539
District: Oxnard School District
Address: 634 West Kamala Street
 Oxnard, California 93033
Date of Adoption: December 01, 2014

Approved by:

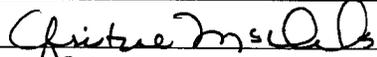
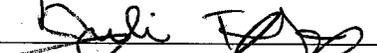
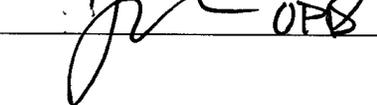
Name	Title	Signature	Date
Christine McDaniels	Principal		2-23-15
Jorge Mares	Assistant Principal		2-23-15
Julie Fernandez	5th Grade Teacher		2-23-15
Frank Godinez	8th Grade Teacher		2-23-15
Officer John Mora	OPD SRO		2-23-15

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Senate Bill 187: Comprehensive School Safety Plan Purpose

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 AB 115. 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 of the Comprehensive School Safety Plan is available for review at Kamala Elementary School/ San Miguel Preschool 's office.

Safety Plan Vision

We, the dedicated teachers of Kamala and San Miguel, are committed to reaching the needs of all our students; whatever it takes. By meeting the diverse needs of our students we will educate, challenge and empower our students to compete as productive members of our society. We realize that we must work together, be supportive and flexible with each other in order to meet Kamala's students' needs and provide them with a successful learning environment. This year we will use data analysis to guide our instruction and interventions to see what is working and what is not. We will implement the Response to Intervention model to provide extra support to students who do not respond well to regular classroom instruction and Tier I interventions. Kamala teachers are committed to the full implementation of state adopted materials, intervention programs and California Common Core grade level standards. We believe following these commitments will help us reach our goals.

We also realize that in order to provide students with a successful learning environment, we must implement a safe school plan.

Components of the Comprehensive School Safety Plan (EC 32281)

Kamala Elementary School/ San Miguel Preschool Safety Committee

Christine McDaniels, Principal
Jorge Mares, Assistant Principal
Frank Godinez, Upper Grade
Debbie Sims, Upper Grade
Claudia Jimenez, Outreach Specialis
Officer John Mora, Oxnard Police Department

Assessment of School Safety

Officer John Mora and the principal met and conducted a safety assessment. Following the safety assessment, Officer Mora met with the staff to debrief the assessment. The staff was advised to focus on environmental clues when arriving and departing campus to assess if there is a threat or not. Officer Mora and the principal will meet with Kamala and San Miguel staff annually to review school safety.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

Oxnard Police Traffic division work with the principal regularly to determine the safety of students at Kamala and San Miguel Schools during high traffic volume times.

Meet regularly with Director of Transportation to discuss safety issues for San Miguel and Kamala students being bussed to school. School campus is locked. Adults entering campus must show I.D. to pick up students from school.

Lead Custodian to conduct monthly safety inspections of site and put in appropriate paperwork to fix problems as they occur. Following monthly safety checks, input is given to staff.

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

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.

OSD CHILD ABUSE REPORTING PROCEDURES ADVISORY

If in doubt, file! (Call Children and Family Services or the Police Department)

Call Children and Family Services immediately to verbally report.

Forward completed Child Abuse Report form within 36 hours.

Do not pass on the responsibility to report. However, you can/should consult with your supervisor.

If you have a reasonable suspicion, you then have a duty to check (reasonable suspicion creates a duty.)

The burden of proof is not with you. Children and Family Services will do the investigation.

School staff is not liable for defamation if done in the course and scope of your employment.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

Disaster Plan (See Appendix C-F)

GENERAL: The 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.

A. Mass panic can be one of the greatest dangers to students. Staff members should remember that in times of stress, students will look for leadership to those who are normally in an authoritative position. REMAIN CALM, size up the situation and take action based on known facts and plans.

B. 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.

C. A well-prepared and tested plan for prompt and positive protection minimizes injuries and loss of life in a major disaster.

D. 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.

E. 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.

F. Emergency Announcements will be provided on the following radio stations.

AM Radio Stations:

Ventura: KVTM 1520

Los Angeles: KNX 1070

Spanish: KTRO 1520

EM Radio Stations:

Ventura: KHAY 100.7

Los Angeles: KBIG 104.3

Oxnard: KCAQ105

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.

(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.
- k) Disrupted school activities or otherwise willfully defied the valid authority
- 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.
- 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

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

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: (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.

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.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Whenever a student is identified as violent or dangerous per E.C. 49079 the teacher will be informed by the principal. The teacher shall keep this information in confidence and must not further disseminate it. However, if the teacher believes that the student is improperly placed (or is an immediate danger) these opinions (and related observations) should be shared with the principal immediately. The Student Study Team, and/or District SARB should be used for referral or added support in such cases. The district office also has a responsibility to insure that all appropriate actions are taken to identify, notify and support necessary interventions with regard to violent or dangerous pupils.

NOTICE OF SCHOOL DISRUPTION

Directive to Leave School Grounds Now

Your behavior constitutes an unlawful disruption at school in violation of Penal Code §§ 71, 601 and 626.8, Education Code §§ 44810 and 44811, and/or Code of Civil Procedure § 527.8.

YOU ARE DIRECTED TO LEAVE SCHOOL PROPERTY IMMEDIATELY!

The school district has procedures for resolving complaints and disputes which you may take advantage of if you wish. Please call (805) 487-3918 for further information. People at the Oxnard District Office will assist in situations such as this

(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 WHO?, Assistant Superintendent (805) 487-3918. 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, Pupil Support Services, 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. (Education Code 35294.1)

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. Sandals must have heel straps. Thongs or backless shoes or sandals 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.
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, off-the-shoulder or low-cut tops, bare midriffs and skirts or shorts shorter than mid-thigh are prohibited.
5. Gym shorts may not be worn in classes other than physical education.
6. Hair shall be clean and neatly groomed. Hair may not be sprayed by any coloring that would drip when wet.
7. Shirts should be tucked in and the seat of pants cannot sag.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

Safe Ingress- All students will arrive at school before the first bell (7:55 a.m.) and dropped off at the main entrance by the school office. Parents will exit campus through the designated exits. No parent shall remain on campus after the second bell (8:00 a.m.). 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.

During ingress to SanMiguel staff will meet buses to ensure students' safety when entering building.

Safe Egress- All students will be dismissed by teachers at designated dismissal time and with teacher supervision. Parents are required to stop at office to sign out their child if leaving early. 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.

During egress, San Miguel staff will escort students to buses and to parent pick up areas to ensure safe egress.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

Safe egress

Element:

The exiting of Building 7 procedure.

Opportunity for Improvement:

Exiting procedure and map to alleviate overcrowding upon exit implemented.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Regular safety drills for Kamala and San Miguel staff scheduled	Calendar of safety drills. Provide debriefing to staff following the drill.	Staff calendar and powerpoint	Principal and assistant principal	Submit District Safety Forms
Safety meetings to review procedures	Committee updated at beginning of year. Representative from San Miguel is a member.	Principal SRO Safety Plan	Principal	Safe School Plan Update
Continue to review facilities annual inspection to ensure safe egress and ingress	Hold inspection		Norma Magana Principal	Report from inspection
Safe egress from San Miguel to Kamala during emergency drills	Monitor the egress during safety drills.	Gate	Principal Vice-Principal	Safety Form
Collaboration with the all Pre-schools at San Migule School	Bi-annual meeting with directors of all pre-school programs (Head Start, County, State Pre-school and San Miguel Special Ed Pres-school) to discuss safety procedures at San Miguel ie Have gates locked at all times		Director of Pupil Services	Minutes of meeting

Component:

Safety Preparednes
Materials and Storage for Disasters

Element:

Opportunity for Improvement:

Objectives	Action Steps	Resources	Lead Person	Evaluation
Kamala and San Miguel have all emergency materials needed for disasters.	Inventory and procure needed materials for disasters including storage containers	A storage bin on each site Emergency supplies including first aide, search and rescue, food and water and medical supplies for special needs	Principal	Inventory of materials
Students will have access to medications at all times as possible.	Rolling medical cart for student medication needs at San Miguel.	Medical rolling cart	Risk Manager	Inventory of materials
Updated class rosters in each classroom emergency backpacks	Office Clerk will print monthly class rosters or update rosters as students enroll and give to teacher. Teacher will place in backpack	Class lists	Principal Office Clerk II Teachers	List is in backpack

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Kamala Elementary School/ San Miguel Preschool 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 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.

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
 - (3) Willfully used force or violence upon the person of another, except in self-defense.
 - r) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
 - s) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
 - t) 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.
 - u) Committed or attempted to commit robbery or extortion.
 - v) Caused or attempted to cause damage to school property or private property.
 - w) Stole or attempted to steal school property or private property.
 - x) Possessed or used tobacco, or tobacco products.
 - y) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - z) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - aa) Disrupted school activities or otherwise willfully defied the valid authority
 - bb) Knowingly received stolen school property or private property.
 - cc) Possessed an imitation firearm.
 - dd) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - ee) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - ff) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - gg) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - 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.

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 Reinforcements

Incentives are used to promote exemplary student conduct.

Conduct Code Procedures

PURPOSE

Kamala School has a Progressive Discipline Committee. We follow a site philosophy of 3 B's: Be Safe, Be Prepared and Be Respectful. There are 3 B Assemblies each Trimester and a monthly Principal's 3 B Award. Banner size posters are displayed in three areas of the Kamala campus demonstrating expected behavior in different areas of the campus. San Miguel School follows positive reinforcement philosophy in accordance with IEP Goals and Objectives. Behavioral Support Plans are developed for students with behavioral challenges.

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.

Students May Be Disciplined for the Following Reasons:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
 - (3) Willfully used force or violence upon the person of another, except in self-defense.
 - r) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
 - s) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
 - t) 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.
 - u) Committed or attempted to commit robbery or extortion.
 - v) Caused or attempted to cause damage to school property or private property.
 - w) Stole or attempted to steal school property or private property.
 - x) Possessed or used tobacco, or tobacco products.
 - y) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - z) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - aa) Disrupted school activities or otherwise willfully defied the valid authority
 - bb) Knowingly received stolen school property or private property.
 - cc) Possessed an imitation firearm.
 - dd) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - ee) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - ff) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - gg) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - s) Aided or abetted the infliction or attempted infliction of physical injury.
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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 Reinforcements

Incentives are used to promote exemplary student conduct.

(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 so as 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 on the basis of 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

September review plan with staff. Review plan with safety committee at each regular scheduled meeting. January review plan with Leadership Team, Safety Committee and School Site Council. Update plan by February of each year.

Safety Plan Appendices

Emergency Contact Numbers

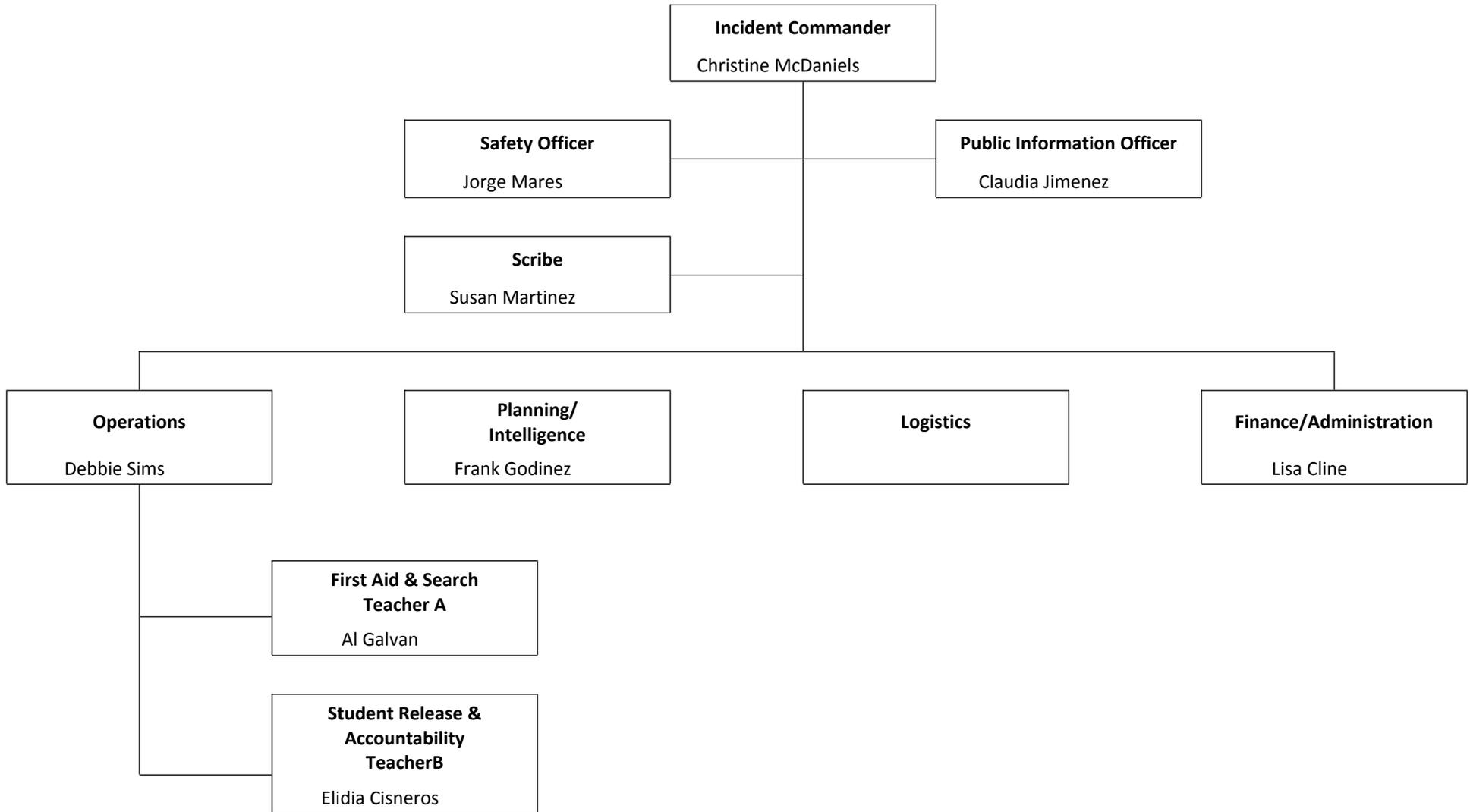
Utilities, Responders and Communication Resources

Type	Vendor	Number	Comments
Law Enforcement/Fire/Paramedic	Ventura County Sheriff's Department	911	
Law Enforcement/Fire/Paramedic	Police Department	911 from a land line; 486-1663 from cell phone	
Law Enforcement/Fire/Paramedic	Fire/Paramedic Emergency	911	
Law Enforcement/Fire/Paramedic	Ventura County Children & Family Services	654-3200	Human Resources Department
Public Utilities	Southern California Edison	1-800-655-4555 - 0	
Public Utilities	Southern California Gas	1(800) 427-2200 - 1	
Public Utilities	Telephone Repair	611	
Local Hospitals	St. Johns Hospital	988-2500	
Local Hospitals	Ventura County Medical Center	652-6000	
Local Hospitals	Community Memorial Hospital	652-5011	

Safety Plan Review, Evaluation and Amendment Procedures

Activity Description (i.e. review steps, meetings conducted, approvals, etc)	Date and Time	Attached Document (description and location)
September review with plan with staff. Review plan with safety committee at each regurlary scheduled meeting. January review plan with Leadership Team, Safety Committee and School Site Council. Update plan by February of each year.		

Kamala Elementary School/ San Miguel Preschool Incident Command System



Incident Command Team Responsibilities

Standardized Emergency Response Management System Overview

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:

Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency

It is important to note that school administrators are responsible for the health and safety of students and staff during an emergency. Although the following procedures refer to specific actions, school administrators must exercise discretion in implementing standardized procedures and should consider modifications as necessary to ensure the health and safety of all personnel during an emergency. These might include: Earthquake, Hazardous materials, Flooding, Fire, Dam Failure, Transportation Incident (Air, Train, Truck), School Violence, Terrorism, Tsunami, and Public Health Emergency.

Step Two: Identify the Level of Emergency

OSD emergency response and recovery operations will be managed in one of three modes, depending on the magnitude of the emergency/disaster.

Level 1 is a minor incident that is quickly resolved and internal resources or limited help. The District will maintain normal staffing and reporting protocols. At this operational level, the environment is monitored for changes.

Level 2 is a more significant emergency that impacts district buildings and or school sites. For level 2 the Emergency Operations Plan is activated. The EOC will be activated but only those functions that are needed to coordinate and support emergency operations will be activated. The EOC Director will determine the magnitude of the emergency and coordinate its resolution or, if the emergency continues to develop, a Level 3 response will be activated. Other key staff may be alerted, depending on the nature of the emergency.

Level 3 is a disaster that involves the entire District, school sites and the surrounding community. At Level 3, the EOP is activated, and the entire District Emergency management organization is activated.

Step Three: Determine the Immediate Response Action

The staff and students response to any emergency/disaster is based on an understanding of the nature of the emergency/disaster, the potential hazards, the likely response services and knowledge of what individuals and groups should do to increase their chances of survival and recovery.

Immediate action responses may include: Drop cover and hold, Shelter in place, Lock down, Campus Evacuation, Off Campus Evacuation, and/or All Clear.

Step Four: Communicate the Appropriate Response Action

Based on the Emergency, we would activate members of the Emergency Incident Command System.

Pending level of Emergency communication locally is reported to parents by the Connect Ed telephone system. Significant Emergencies are then reported by the District. OSD reports and notifications are to be made to the Ventura County Operational Area via the City of Oxnard and those directives that are currently in place through the SIMS and NIMS plan.

Types of Emergencies & Specific Procedures

Aircraft Crash

1. Determine if any staff or students are in immediate danger. If necessary, evacuate to a safe area. All others are to remain at their assigned locations.
2. Render first aid as necessary.
3. Teachers should take roll and report missing students to the office.
4. Assist emergency responders and coordinate activities accordingly.
5. Once civil/military responders have taken charge of the accident area, coordinate the release of students (if necessary) with the District Office.

Animal Disturbance

The children, staff and community members will be moved to a safe area when an animal is present near, or on campus. If possible, the campus custodian may assist in securing the animal from becoming harm or hurt anyone. The animal may be confined to a secured area until it is removed from the campus by animal control

Armed Assault on Campus

1. Call 911
2. Institute Lockdown - Priority 1 procedures
3. Remain on Lockdown until "All Clear" is instituted by police.

Biological or Chemical Release

1. If you are notified of potentially hazardous release or accident, notify the Superintendent immediately.
2. Render first aid as necessary.
3. If an evacuation order is imminent, move students and staff to a designated evacuation/shelter area. If evacuation is not imminent, students and staff should remain in classrooms or in assigned areas.
4. Until ordered to evacuate, assume that a "shelter-in-place strategy" will be employed and do the following:
 - 1) Direct all students and staff to remain indoors.
 - 2) Direct all heating and ventilation systems to be shut down.
 - 3) Direct that all windows be closed.

Bomb Threat/ Threat Of violence

1. The receiving person should attempt to keep the caller on the line by saying: "Sorry, I can't hear you." etc. and complete the form entitled "Bomb Threat Report" (see form following). Try not to cause concern on the part of your students. Pay close attention to the caller's words, voice, and any background noises. Ask the caller where the bomb is located, what it looks like, and when it's going to explode.
2. Contact the Office.
3. DO NOT use radios or cellular telephones.
4. An organized search of the campus should be conducted under the direction of the principal or law enforcement agencies.
5. Activate the Incident Command System; Hazard Control Unit.
6. In the event that a suspicious object is located, all personnel should be kept clear of the area until law enforcement agencies have evaluated the conditions.
7. Return to your normal routine only when the principal and the law enforcement agencies are confident that any threat has passed.

Bus Disaster

The following procedures are for use by bus drivers and appropriate school administrators in the event of an earthquake, serious bus accident, or other emergency that occurs while students are on a field trip or being transported to or from school.

This section addresses two possible scenarios involving a bus disaster: (1) an earthquake and (2) a serious accident or bus fire. It is important to note that drivers may need to make spontaneous, independent decisions based on the nature of the emergency, age of the children, location of the bus, and other unique circumstances to ensure children's safety.

Procedure

Scenario 1 – Earthquake

1. Upon first indication of an earthquake, the bus driver should issue Drop, Cover, and Hold procedures to all students on the bus.
2. The bus should be moved away from all power lines, bridges, overpasses, possible landslide conditions, overhanging trees, or other dangerous situations.
3. The bus driver should set the emergency brake, turn off the ignition, and wait for the shaking to stop.
4. The bus driver should check students for any injuries and provide first aid, as appropriate.
5. In the event the bus is disabled, the driver and students should stay in place until help arrives.
6. The bus driver should contact the School Administrator and the District Transportation Director to report the location and condition of students on the bus.
7. The School Administrator will determine what additional appropriate notifications should be made and will brief the District Superintendent on the situation.
8. If the bus driver is instructed to resume the bus route, the driver should continue to pick students up. Students should only be dropped off if a responsible adult is at the bus stop.
9. If it is impossible to return to school, the bus driver should contact the School Administrator and remain with the children until further instructions are received.
10. The bus driver is responsible for all students who board the bus throughout the emergency.

Scenario 2 – Serious Accident or Bus Fire

1. The bus driver will park the bus in a safe location with the emergency brake set and the ignition off.
2. In the event of a fire, students and the driver should evacuate the bus immediately and move to a safe location away from the bus and traffic using available barricades (e.g., trees, cars) when available.
3. The bus driver will immediately call 9-1-1 and provide the exact location of the bus and wait for the arrival of emergency response personnel.
4. The bus driver should check students for injuries and provide appropriate first aid.
5. The bus driver should call the School Administrator and the District Transportation Director (refer to the Essential Contacts in the Appendices of this Plan) to report the location and condition of students.
6. The School Administrator will determine what additional appropriate notifications should be made and will and the District Superintendent on the situation.
7. The bus driver is responsible for accounting for all students throughout the emergency.

Disorderly Conduct

1. Inform the Office of the emergency situation
2. Inform teachers and staff of the emergency situation. If necessary, signal a "Lockdown".
3. Do not release staff or students without authorization.
4. Screen all persons entering campus. A government issued picture ID (IE: drivers license) will be required.
5. All students and staff are to remain in their respective classrooms and work areas.
6. Lock all doors and windows and close all window blinds or curtains.

7. Avoid window areas.
8. When the emergency is over, signal all clear.

Earthquake

A. INSIDE SCHOOL BUILDING:

1. The teacher, or staff member in authority, will implement action, "DUCK – COVER AND HOLD." Stay inside building until the shaking stops.
2. Try to avoid glass and falling objects, areas where there are large panels of glass and/or heavy suspended light fixtures.
3. Do not use telephones.
4. Implement action, "LEAVE BUILDING" (long bell), when instructed to do so, after the earthquake is over and tremors have subsided. Special consideration should be given to exit routes as some exits have heavy roof structures over the doorways. Go to an open area away from trees, power poles, etc.
5. Avoid touching electrical wires and metal objects such as chain link fences.
6. Render first aid if necessary.
7. Take roll and report missing students to principal.
8. The principal/designee is to establish a command post, assess damage, activate search team and activate the incident command system.
9. Activate a buddy system; determine needs of neighboring schools.
10. Principal to request assistance through school district channels.
11. Notify the District Emergency Operations Center of any breaks in utility lines.
12. The superintendent/designee will determine the advisability of closing the school, based on the report of the principal.

B. IF OUTSIDE:

1. Move away from buildings, playground equipment, utility poles, signs, trees, metal fences, exposed wires and wet areas.
2. The safest place is in the open. Stay there until the earthquake is over.
3. Follow procedures 5 through 12 under "Inside School Building."

C. WALKING TO AND FROM SCHOOL:

1. The safest place is in the open. Stay there.
2. Move away from buildings, utility poles, signs, trees, metal fences and exposed wires.
3. DO NOT RUN! Do "DROP – TAKE COVER."
4. After an earthquake, if on your way TO school, continue to school.
5. After an earthquake, if on your way FROM school, continue home.

D. ON SCHOOL BUS:

1. If possible, the bus driver will pull to the side of the road away from any buildings, poles, and large trees issue command "DROP – TAKE COVER."
2. Turn off ignition and set brakes.
3. Wait until the earthquake is over.
4. If possible, contact dispatch office by radio for instructions.

E. HANDICAPPED STUDENTS:

1. Students with handicap conditions may need special assistance and instruction regarding falling debris. Additional drills may be needed to make certain the procedures are mastered.
2. Each handicapped student's needs should be assessed in relation to the possibility of a disaster and his/her preparedness.

Explosion or Risk Of Explosion

1. DUCK, COVER, AND HOLD command is to be given immediately. Do not approach windows or doors.
2. If the explosion is not in the building, students and staff are to remain at their assigned locations until directed by competent authority.
3. When directed, evacuate.
4. If necessary, move to safe assembly areas outside the building and away from the location of the explosion.
5. Render first aid as necessary.
6. Teachers are to take roll and report missing students to the office.

7. If possible to fight small fires without endangering life, do so.

Fire in Surrounding Area

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the office.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Fire on School Grounds

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Flooding

- 1) Warning of an impending flood would normally be received at the endangered location by telephone from the District Office or from a civil agency (police or fire). If access to the Internet is available, the national weather service supplies current weather information, including severe weather warnings at <http://www.nwsia.noaa.gov>.
- 2) Establish a Command Post and communicate with the District Office. The predicted extent of the flood and the amount of time before it arrives will determine the course of action.
- 3) Keep students indoors until it is determined to be safe
- 4) Move students to pre-designated assembly areas if an evacuation is ordered.
- 5) Teachers are to take roll, complete Disaster Report, and report all missing students to the office.
- 6) The principal may initiate the following emergency actions:
 - Dismiss school.
 - Leave campus and move to a safe place

Loss or Failure Of Utilities

- . Notify the appropriate utility company and the District Office.

2. Determine if any power, sewer, gas or water lines are down or ruptured on or adjacent to the campus. If so, activate the Incident Command System.
3. Determine if an evacuation is necessary.
4. Use emergency lighting (flashlights) and open window shades to provide as much light as possible.
5. Should the utility failure be for an extended period, make recommendations to and coordinate activities with the District Office.

Motor Vehicle Crash

1. Call 911 to report the crash.
2. Evaluate situation start first aid where possible
3. Noify the District Ofiice
4. Establish a command post as needed
5. Determine if any staff or students are in immediate danger. If necessary evacuate location to move away from crash.
6. Consult with District Office and Emergency personnel for further direction and coordinate activity as needed.

Psychological Trauma

br/>Many emergencies may result in psychological trauma for students and school staff. These emergencies may include an act of violence; the death of a student or staff member; an earthquake or other natural disaster; a serious environmental problem; or ethnic and racial tensions. Emergencies may result in the following conditions:

- Temporary disruption of regular school functions and routines
- Significant interference with the ability of students and staff to focus on learning
- Physical and/or psychological injury to students and staff
- Concentrated attention from the community and news media

As a result, students and staff may exhibit a variety of psychological reactions. Once the physical safety of those involved has been ensured, attention must focus on meeting the emotional and psychological needs of students and staff.

Specific procedures relating to crisis management can be found in the Oxnard School District – School Crisis Intervention Team Manual.

Procedure

1. The School Administrator will contact the District Superintendent to establish a Crisis Intervention Team, which has primary responsibility for providing necessary assistance after all types of crises.
2. The District Superintendent will determine whether a District EOC activation is necessary to support school site Crisis Intervention Team operations.
3. The Crisis Intervention Team will assess the range of crisis intervention services needed during and following an emergency.
4. The Crisis Intervention Team will provide direct intervention services for students and staff.
5. The School Administrator, District Superintendent and Crisis Intervention Team will work together to determine when and how school functions should be restored.
6. The Crisis Intervention Team should provide ongoing assessment, if needed, as well as follow-up services, as required.

Suspected Contamination of Food or Water

The following procedure should be followed if any school staff member reports suspected contamination of food or water. This procedure applies where there is evidence of tampering with food or packaging, observation of suspicious individuals in proximity to food or water supplies, or if the school is notified of possible food/water contamination by District staff or local agencies. Indicators of contamination may include unusual odor, color, or taste, and/or multiple persons with unexplained nausea, vomiting, or other illnesses.

Procedure

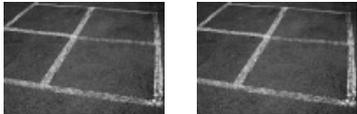
1. Upon indication of suspected contamination, the School Administrator will work with appropriate school staff to isolate the suspected food/water. Access should be restricted to the contaminated area to prevent consumption of food/water.
2. The School Administrator should call 9-1-1, District Superintendent, Child Nutrition Services and Ventura County Public Health .
3. District Superintendent will determine whether a District EOC activation is necessary to support school site operations.
4. School medical personnel should assess the need for medical attention and provide first aid, as appropriate.
5. The School Administrator and school staff will make a list of all potentially affected students and staff along with their symptoms, the food/water suspected to be contaminated, and the quantity and description of products consumed. The list should be provided to responding authorities.
6. The School Administrator should work with local authorities and District Superintendent to determine necessary follow-up actions, including the need to notify other potentially affected schools in the District.
7. The School Administrator and District Superintendent will work with Ventura County Public Health to determine when normal school operations can resume.
8. The School Administrator will ensure that parents are notified of the incident, as appropriate.

Unlawful Demonstration or Walkout

The administrator will contact the District Superintendent for direction.

Emergency Evacuation Map

K- DLI Cortez 602	K- DLI Ayala 601
-----------------------------	----------------------------



GRR-306	1st SEI Reyes 305	1st TBE Ponce 304	1st TBE Calderon 303	1st SEI Wickenden 302	1st SEI Morales 301
ST-308					
BRR-307					

Office 101	SR	Lounge 209
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1st Floor

4th Synnes 112	K SEI Aranzazu 101 Common Room K- SEI Ratliff 102 RR
4th Vizzo 111	
4th Cahue 110	
4th Walther 109	
5th K. Burchmore 108	RR Speech 103 Psych Counselor 104 ORC
5th K. Lambert 107	Elev Abbey RSP
	5th Fernandez Room 106
	5th Inglehart Room 105

2nd TBE Cervantes 405	2nd TBE Chavez 404	2nd SEI Paolini 403	2nd SEI Barrinuevo 402	1st TBE Alcantar 401	GRR-406 ST-408 BRR-407
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Louth-508	BRR-506 GRR-507	3rd SEI Galvan 505	3rd SEI Gonzales 504	3rd SEI Yarborough 503	3rd TBE Bowe 502	2nd SEI Hendrickson 501
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GRR-807	BRR-806	Comp. Lab 805	Library 804
SR-808			



Cafeteria 201

203 Kitchen	Workroom 210
Waterford Lab 209	

GIRLS P.E. 1001
BOYS P.E. 1002
Hanawalt 3 TBE 1003

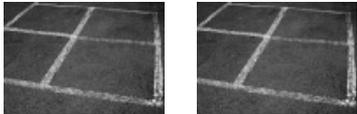
San Miguel

	Playroom		

2014-2015



K-DLI Cortez 602	K-DLI Ayala 601
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GRR-306	1st SEI Reyes 305	1st TBE Ponce 304	1st TBE Calderon 303	1st SEI Wickenden 302	1st SEI Morales 301
ST-308					
BRR-307					

Office 101	SR	Lounge 209
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2ND Floor

ELA 7 Avila 212	Science LABS VACANT	Schur
SS 7 M. Burchmore 211		
Math 7 Mejia 210	stairs	6th VACANT 203
Math 8 VACANT 209		
ELA 8 Godinez 208	6th Berkel 204	
SS 8 Sims 207	P.E. Carter	6th Scholbrook 206
	Ele v SP -8	6th Hays 205
		P.E. Office

2nd TBE Cervantes 405	2nd TBE Chavez 404	2nd SEI Paolini 403	2nd SEI Barrinuevo 402	1st TBE Alcantar 401	GRR-406 ST-408 BRR-407
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Louth-508	BRR-506 GRR-507	3rd SEI Galvan 505	3rd SEI Gonzales 504	3rd SEI Yarborough 503	3rd TBE Bowe 502	2nd SEI Hendrickson 501
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GRR-807	BRR-806	Comp. Lab 805	Library 804
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Cafeteria 201

203 Kitchen	Workroom 210
Waterford Lab 209	

GIRLS P.E. 1001
BOYS P.E. 1002
Hanawalt 3 TBE 1003

San Miguel

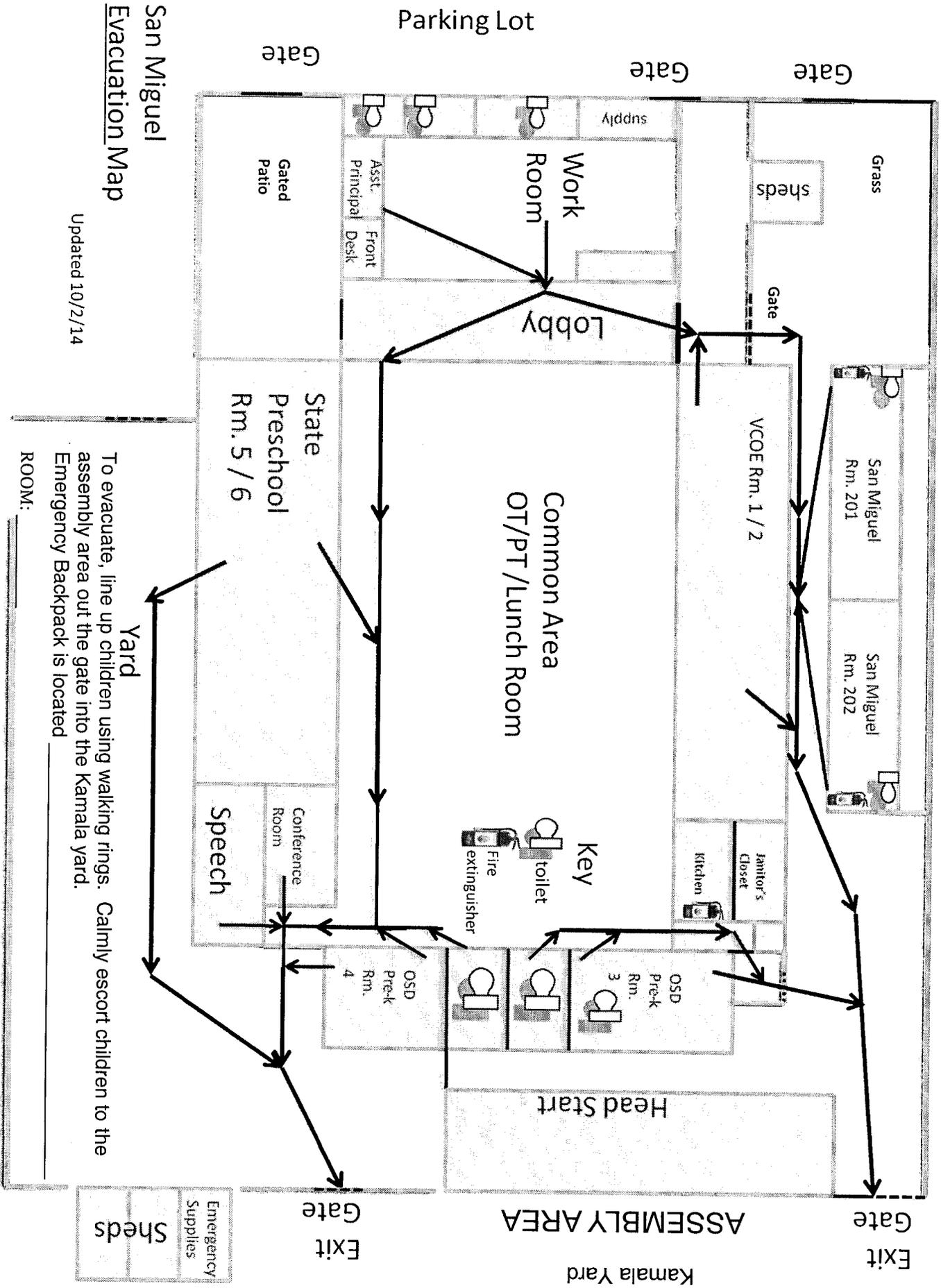
	Playroom			

2014 2015



San Miguel
Evacuation Map

Updated 10/2/14



To evacuate, line up children using walking rings. Calmly escort children to the assembly area out the gate into the Kamala yard. Emergency Backpack is located _____ ROOM: _____

Comprehensive School Safety Plan SB 187 Compliance Document

**2014 - 2015
School Year**

School: Lemonwood K-8 School
CDS Code: 56725386100333
District: Oxnard School District
Address: 2200 Carnegie Court
 Oxnard, California 93033
Date of Adoption: February 13, 2015

Approved by:

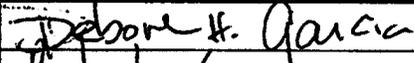
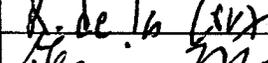
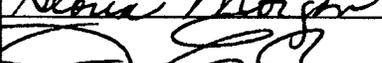
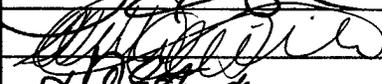
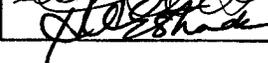
Name	Title	Signature	Date
Deborah Garcia	Teacher, Safety Committee		3/9/15
Rico Delacruz	Teacher, Safety Committee		3/9/15
Gloria Morgan	Teacher, Safety Committee		3/9/15
Jesus Cahue	School Site Council President, Teacher		3/9/15
Ramona Villavicencio	Principal		3/9/2015
Hannah Estrada	School Resource Officer		2/25/15

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Senate Bill 187: Comprehensive School Safety Plan Purpose

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 AB 115. 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 of the Comprehensive School Safety Plan is available for review at Lemonwood K-8 School's office.

Safety Plan Vision

At Lemonwood K-8 School our vision and mission are intertwined to create future leaders by focusing on "Readers 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 K-8 School Safety Committee

Deborah Garcia
Rico Delacruz
Gloria Morgan
Ramona Villavicencio
Brian Bishop

Assessment of School Safety

California Healthy Kids Survey is administered every other year to fifth and seventh graders. On a monthly basis we do emergency drills. The SRO participates in our lockdown drills. Risk management conducts an annual safety inspection. Custodians and the assistant principal conduct monthly inspections and follow-up with appropriate paperwork as needed. Administration and teachers monitor the morning drop-off and afternoon dismissal .

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

The School Resource Officer from the Oxnard Police Department conducted a security inspection with the Principal of the campus and made recommendations which were addressed by school personnel or by the district. A major consideration was to close the campus to all adults before school in the morning. This recommendation was put into effect with the new Closed Campus Policy which was instituted for the second year.

Security has been increased by making the campus a Closed Campus. All students are dropped off at the main gate in the morning. 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 pass. All visitors must sign in upon entering the campus and sign out upon leaving.

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 and maintaining the safety for pedestrians.

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 by school or district personnel.

Through the William's Facility Inspection, any findings of need of replacement or repair are taken care immediate by the school's Lead Custodian or work orders are submitted to facility for repairs.

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 Facilities Department.

The Safety Committee meets three times during the year to review all safety and security procedures and make any necessary recommendations and changes.

The safety checks also provide information about any necessary changes.

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. Once the input has been obtained, a system of communication goes into effect to make sure all stakeholders are made aware of the changes.

In order to ensure that students engage in safe behavior, the school utilizes life skills expectations. All students are expected to follow the Three Bs: Be Responsible, Be Respectful, Be Safe Students. Teachers reinforce the rules in their classrooms with lesson presentations. All support staff continue with the expectation of modeling for students the Three Bs throughout the campus. Discipline is applied when the expectations are not adhered to.

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

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.

OSD CHILD ABUSE REPORTING PROCEDURES ADVISORY

If in doubt, file! (Call Children and Family Services or the Police Department)

Call Children and Family Services immediately to verbally report.

Forward completed Child Abuse Report form within 36 hours.

Do not pass on the responsibility to report. However, you can/should consult with your supervisor.

If you have a reasonable suspicion, you then have a duty to check (reasonable suspicion creates a duty.)

The burden of proof is not with you. Children and Family Services will do the investigation.

School staff is not liable for defamation if done in the course and scope of your employment.

At Lemonwood Elementary School a mandated reporter is expected to file a Child Protective Services Report (CPS) when in reasonable doubt of child endangerment, abuse or neglect. Staff is supported and guided by administration as needed by the employee. The Principal maintains a confidential file of CPS reports for the year.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

Disaster Plan (See Appendix C-F)

GENERAL: The 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.

A. Mass panic can be one of the greatest dangers to students. Staff members should remember that in times of stress, students will look for leadership to those who are normally in an authoritative position. REMAIN CALM, size up the situation and take action based on known facts and plans.

B. 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.

C. A well-prepared and tested plan for prompt and positive protection minimizes injuries and loss of life in a major disaster.

D. 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.

E. During an emergency period or condition created by disaster occurrence students may only be released to parent, guardian or other adult specified on the student Emergency Data Card. THERE SHALL BE NO EXCEPTIONS TO THIS POLICY.

F. Emergency Announcements will be provided on the following radio stations.

AM Radio Stations:
Ventura: KVTA 1520
Los Angeles: KNX 1070
Spanish: KTRO 1520

EM Radio Stations:
Ventura: KHAY 100.7
Los Angeles: KBIG 104.3
Oxnard: KCAQ105

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.

(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.
 - k) Disrupted school activities or otherwise willfully defied the valid authority
 - 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.
 - 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

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

MANDATORY RECOMMENDATION AND MANDATORY EXPULSION

Your behavior constitutes an unlawful disruption at school in violation of Penal Code §§ 71, 601 and 626.8, Education Code §§ 44810 and 44811, and/or Code of Civil Procedure § 527.8.

YOU ARE DIRECTED TO LEAVE SCHOOL PROPERTY IMMEDIATELY

The school district has procedures for resolving complaints and disputes which you may take advantage of if you wish. Please call (805) 487-3918 for further information. People at the Oxnard District Office will assist in situations such as this.

(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 at the school site or to the Assistant Superintendent (805) 487-3918. 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, Pupil Support Services, 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)

At Lemonwood K-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. (Education Code 35294.1)

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, 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, sex, violence or profanity.
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. 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, etc.).
8. Shirts should be tucked in and the seat of pants cannot sag.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

SCHOOL HOURS

Students in grades 1st -5th regular day is from 8:00 a.m. to 2:10 pm. Transitional Kindergarten and Kindergarten students begin class at 8:00 am to 1:17 p.m. Middle school students, grades 6-8th regular day is from 7:55 a.m. to 2:23 p.m. Students having breakfast at school may arrive by 7:25 a.m. Parents dropping students off at school should be aware that supervision is NOT available before 7:15 a.m. The main gate by the flag pole and the Kindergarten gate to enter the campus are open at 7:45 a.m. School office hours are 7:25 a.m. to 4:00 p.m.

- Once the gates are open students are to enter the campus, students are to immediately report to their line-up area. Under no circumstance are students 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 and pick up their student directly in front of the school's office. Parents are encouraged and advised to move in this area and around the school with caution and slow.
- 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 who have school business throughout the day may use the Carnegie Court front parking lot and gates to enter and exit the school. Both the walk-in gates on Carnegie Court and the south gate on San Mateo Street are open during the day.
- Dismissal of students in grades Kindergarten, 1, and 5 will be dismissed from the Carnegie Court front gates by the office. Students in grades 2,3, and 4 will be dismissed from the San Mateo gate. Middle school (grades 6th - 8th) students will be allowed to exit the gate nearest to the direction in which they live. Students that are picked up by an adult in front of the school will be allowed to exit through the Carnegie Court gate.
- Students not picked up by 2:30 are walked by their teacher or campus assistant to the front office and the student will wait until picked up by an adult. 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 are to 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.
- Any adult picking up a students early from school prior to dismissal for a medical appointment, legal matter, or any other valid reason will be required to show a picture identification and name must match the names 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 name on it, and must be over 18 years of age.

- We welcome all our parents and legal guardians to volunteer in the classroom and be involved in school activities. However, to maintain the safety of all students, staff and visitors, Lemonwood K-8 School is a closed campus. All visitors must enter through the front office, sign in and will be asked to wear a visitors pass badge.
- The Carnegie Court and the San Mateo Street gates leading to the office are open during the day for school business..

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

Positive School Climate

Element:

Lemonwood K-8 School is situated within a well-known gang-affiliated community. It is imperative that all students, staff, and parents understand our safety, lockdown, and evacuation procedures.

It is imperative that all students, parents, and staff members establish and maintain consistent high expectation for all students' behavior. All students and their parents are informed of school-wide safety rules and procedures via the following:

1. All students are expected to obey the 3Bs: Be Respectful, Be Safe and Be Responsible.
2. All students are given and review the iPad Expectations and Safety Rules
3. Orientation meetings for 6th through 8th grade students at the beginning of the school year. Academic and Behavior Expectation Assemblies are held three times a year for students in all grades after the return of each vacation break.
4. All parents and guardians receive a written copy of the Lemonwood K-8 School Student handbook, which outlines student expectations, protocol, rules, and procedures.
5. Excerpts of the student handbook with student behavior expectations are included in the student agendas and homework folders (paid by PTA) distributed to all students at the beginning of the school year.

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
Cultural Proficiency	<ul style="list-style-type: none"> School Vision and Mission Student-Parent-School Compact 	Counselor Outreach Consultant School Resource Officer (SRO)	Principal Leadership Team and Staff	Understanding of the school culture and collaboration between school staff and parents
Behavior Expectations	-Implementation of Positive Behavior Plan: Three Bs (Lessons)	Counselor Outreach Consultant School Resource Officer (SRO)	Principal and AP Leadership Team and Staff	Decrease the number of behavioral referrals and suspensions
Discipline and Consequences	<ul style="list-style-type: none"> Positive Behavior Plans/ Behavior Contracts Academic and Behavior Expectation Assemblies 	Counselor Outreach Consultant School Resource Officer (SRO)	Principal and AP Staff Outreach Consultant	Decrease the number of behavioral referrals, suspensions and expulsions
Regular scheduled safety drills	Assemblies Classroom lessons Parent meetings	Safety Plan Handouts on safety procedures SRO	Principal and AP Staff	Yearly Comprehensive School Safety Plan update
Counselor provides students with social-emotional support and social skills to dealing with situations and conflict	<ul style="list-style-type: none"> Counselor sets up small groups to support students develop socialization skills. 	Counselor District Behavior Specialist	Counselor Teachers and Principal	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.
Peer Mediator students support other students resolve with conflict	Students are trained to teach younger/their peers to handle and how to solve conflict or difficult situation with peers	Adviser Counselor Administration SRO	Adviser Administration Counselor	Students help students resolve minor conflict during recess. Less referrals to the office, or situations resolve through the support of a Peer Mediator.
Peer Mentor students support, encourage and motivate younger students through friendly conversations	Students support, encourage and motivate younger students through friendly conversations to do better in school and make good choices	Adviser Counselor Administration SRO	Adviser Administration Counselor	Students encourage other students to do well in school, to be enthusiastic about school, improve attendance, do homework, less discipline referrals to the office, make better choice.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Student Council	Student leaders of the school plan, and implement school wide spirit activities	Adviser Administration Counselor ORC	Adviser Administration Counselor ORC	Students encourage other students and staff to show more school spirit by participating in school wide events. Students Council members will assist administration in develop school pride and a positive school culture though more students and parent participation.
Family Nights	Parents and their student is invited to participate in Literacy or Mathematics Family Night where they will develop skills through hands on activities.	RSP Teacher / Literacy Coach Teachers Administration	RSP Teacher / Literacy Coach Teachers	Family attendance sign-in sheet. Parents and their student develop skills they can practice at home. Families are given resources to perform the activities at home.

Component:

School Physical Environment

Element:

Lemonwood K-8 School is situated within a well-known gang-affiliated community. It is imperative that all students, staff, and parents understand our safety, lockdown, and evacuation procedures.

It is imperative that all students, parents, and staff members establish and maintain consistent high expectation for all students' behavior. All students and their parents are informed of school-wide safety rules and procedures via the following:

1. All students are expected to obey the 3Bs: Be Respectful, Be Safe and Be Responsible.
2. All students are given and review the iPad Expectations and Safety Rules
3. Orientation meetings for 6th through 8th grade students at the beginning of the school year. Academic and Behavior Expectation Assemblies are held three times a year for students in all grades after the return of each vacation break.
4. All parents and guardians receive a written copy of the Lemonwood K-8 School Student handbook, which outlines student expectations, protocol, rules, and procedures.
5. Excerpts of the student handbook with student behavior expectations are included in the student agendas and homework folders (paid by PTA) distributed to all students at the beginning of the school year.

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
Supervision through the campus near areas of concerns	More supervision during recess and lunch breaks	Staff Campus/playground supervisors (9) custodians	Principal and AP	Decrease the number of accidental injuries Decrease the number of student to student injuries
Dropping off and Picking up students	<ul style="list-style-type: none"> Parking signs visible to drivers near drop off and pick up areas on sidewalks Open front gates for cars access to drop off and pick up students directly in front of the school. 	Traffic Officer/SRO Campus/playground supervisors to help with before and after school supervision	Principal and AP	Less students being dropped off by parents/guardians who double park in the middle of the street to drop off and pick up their student.
Ingress and Egress Routes	<ul style="list-style-type: none"> Create a path for students to enter and exit the campus safely and orderly Open front gates for cars access to drop off and pick up students directly in front of the school. 	Administration, Staff, Campus/playground supervisors	Principal and AP	Less crowding at the start and end of the school day near entrances/exits Parents wait for their student at designated areas
Safe playground, buildings/classrooms, walkways	Maintain a safe and clean environment for staff, students and visitors	OSD Facilities Department Custodian/s (on site)	Principal	Decrease the number of accidental injuries

Component:

Disaster Preparedness

Element:

At Lemonwood K-8 School it is imperative that all students, staff, and parents understand the safety, lockdown, and evacuation procedures. Students are held of accountable and responsible for their actions during drills and true emergencies in order to ensure everyone's safety. It is of high importance that all students obey the 3Bs along with drill procedures to ensure their own safety as well as the safety of others.

It is imperative that all students, parents, and staff members establish and maintain consistent high expectation for all students' behavior. All students and their parents are informed of school-wide safety rules and procedures via the following:

1. All students are expected to obey the 3Bs: Be Respectful, Be Safe and Be Responsible.
2. Academic and Behavior Expectation Assemblies are held three times a year for students in all grades after the return of each vacation break. Procedures for fire, earthquake, lockdown drills are reviewed with all students.

3. All parents and guardians receive a written copy of the Lemonwood K-8 School Student handbook, which outlines student expectations, protocol, rules, and procedures.

Opportunity for Improvement:

Objectives	Action Steps	Resources	Lead Person	Evaluation
Comprehensive School Safety Plan (CSSP) implementation to ensure the safety of all students, staff and visitors at Lemonwood K-8 School	Safety Committee will share with staff the expectations of the CSSP. Administration will implement drills for fire, earthquake, and lockdown.	School Resource Officer (SRO) Safety Committee Staff	Principal and Assistant Principal Teachers and Staff Custodians SRO	Logs for when drills are held
Keep inventory of emergency supplies ready for use in the classrooms and staff access (backpacks)	Assistant Principal check all staff backpack for emergency supplies and materials inventory and replenishes any expired supplies and materials.	Assistant Principal Safety Committee ORC SRO	Principal and Assistant Principal Safety Committee	Inventory of supplies ordered for emergency backpacks
Keep inventory of emergency supplies ready for use in emergency storage bins	Assistant Principal check the emergency supplies and materials inventory in the emergency bins and replenishes any expired supplies and materials.	Assistant Principal Safety Committee ORC SRO	Principal and Assistant Principal Safety Committee	Inventory of supplies ordered for the emergency storage bins

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Lemonwood 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 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 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: Live by Being Respectful, Being Safe and Being Responsible (School's Basic Rules of Conduct 3B's)

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 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.

Students May Be Disciplined for the Following Reasons:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
- (3) Willfully used force or violence upon the person of another, except in self-defense.
- r) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
- s) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
- t) 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.
- u) Committed or attempted to commit robbery or extortion.
- v) Caused or attempted to cause damage to school property or private property.
- w) Stole or attempted to steal school property or private property.
- x) Possessed or used tobacco, or tobacco products.
- y) Committed an obscene act or engaged in habitual profanity or vulgarity.
- z) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
- aa) Disrupted school activities or otherwise willfully defied the valid authority
- bb) Knowingly received stolen school property or private property.
- cc) Possessed an imitation firearm.
- dd) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
- ee) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
- ff) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- gg) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
- 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.

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.

Conduct Code Procedures

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.

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BELIEFS

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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.

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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.
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Basic School Rules: Live by Being Respectful, Being Safe and Being Responsible (School's Basic Rules of Conduct 3B's)

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 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.

Students May Be Disciplined for the Following Reasons:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
- (3) Willfully used force or violence upon the person of another, except in self-defense.
- r) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
- s) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
- t) 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.

- u) Committed or attempted to commit robbery or extortion.
 - v) Caused or attempted to cause damage to school property or private property.
 - w) Stole or attempted to steal school property or private property.
 - x) Possessed or used tobacco, or tobacco products.
 - y) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - z) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - aa) Disrupted school activities or otherwise willfully defied the valid authority
 - bb) Knowingly received stolen school property or private property.
 - cc) Possessed an imitation firearm.
 - dd) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - ee) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - ff) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - gg) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - 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.

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 Reinforcements

Incentives are used to promote exemplary student conduct.

(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 so as 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 on the basis of 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

September review plan with staff. Review plan with safety committee at each regularly scheduled parent meeting. January review plan with Leadership Team, Safety Committee and School Site Council. Update plan by February of each year.

Safety Plan Appendices

Emergency Contact Numbers

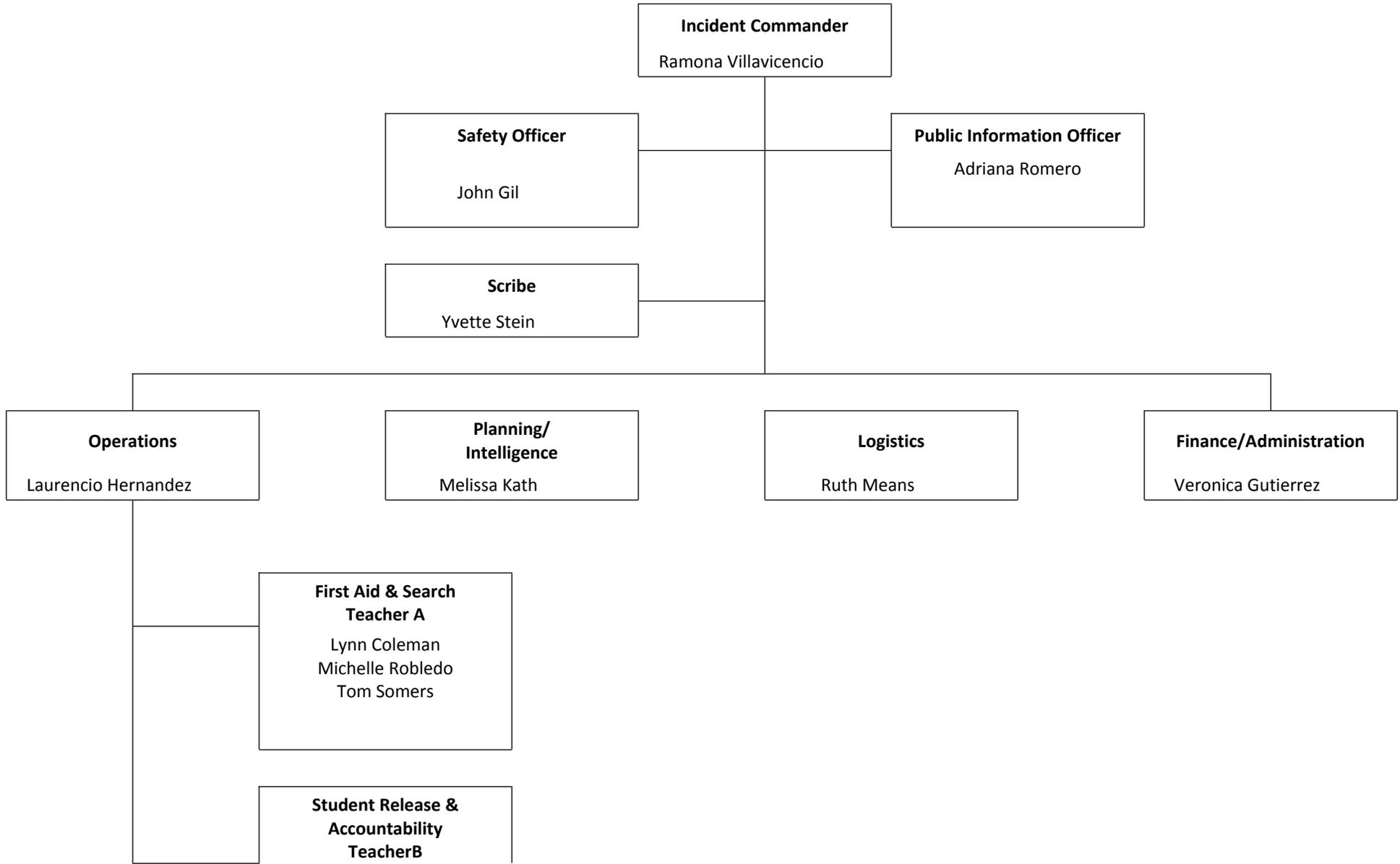
Utilities, Responders and Communication Resources

Type	Vendor	Number	Comments
Law Enforcement/Fire/Paramedic	Ventura County Sheriff's Department	911	
Law Enforcement/Fire/Paramedic	Police Department	911 from a land line; 486-1663 from cell phone	
Law Enforcement/Fire/Paramedic	Fire/Paramedic Emergency	911	
Law Enforcement/Fire/Paramedic	Ventura County Children & Family Services	654-3200	Human Resources Department
Public Utilities	Southern California Edison	1-800-655-4555 - 0	
Public Utilities	Southern California Gas	1(800) 427-2200 - 1	
Public Utilities	Telephone Repair	611	
Local Hospitals	St. John's Hospital	988-2500	
Local Hospitals	Ventura County Medical Center	652-6000	
Local Hospitals	Community Memorial Hospital	652-5011	

Safety Plan Review, Evaluation and Amendment Procedures

Activity Description (i.e. review steps, meetings conducted, approvals, etc)	Date and Time	Attached Document (description and location)
The Principal is to review the emergency plan with staff and receive input.	September	Agenda of staff meeting where the emergency plan is reviewed.
Review the emergency plan with the members of the safety committee at each regularly scheduled meeting.	Three times a year September, January, May As need to ensure school safety	Agendas and minutes
The Principal reviews the emergency plan with Leadership Team	January	Agendas and minutes
The administrator reviews and receives input from parent committees, School Site Council and ELAC	January-February	Agendas and minutes
The plan is updated by the safety committee in collaboration of all stake holders.	February/March	Signature page

Lemonwood K-8 School Incident Command System



Maya Cabrera
Jesus Cahue
Susan Uchiyama

Incident Command Team Responsibilities

Standardized Emergency Response Management System Overview

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:

Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency

It is important to note that school administrators are responsible for the health and safety of students and staff during an emergency. Although, the following procedures refer to specific actions, school administrators must exercise discretion in implementing standardized procedures and should consider modifications as necessary to ensure the health and safety of all personnel during an emergency. These might include: Earthquake, Hazardous materials, Flooding, Fire, Dam Failure, Transportation Incident (Air, Train, Truck), School Violence, Terrorism, Tsunami, and Public Health Emergency.

Step Two: Identify the Level of Emergency

Oxnard School District emergency response and recovery operations will be managed in one of three modes, depending on the magnitude of the emergency/disaster.

Level 1 is a minor incident that is quickly resolved and internal resources or limited help. The District will maintain normal staffing and reporting protocols. At this operational level, the environment is monitored for changes.

Level 2 is a more significant emergency that impacts district buildings and or school sites. For level 2 the Emergency Operations Plan is activated. The EOC will be activated but only those functions that are needed to coordinate and support emergency operations will be activated. The EOC Director will determine the magnitude of the emergency and coordinate its resolution or, if the emergency continues to develop, a Level 3 response will be activated. Other key staff may be alerted, depending on the nature of the emergency.

Level 3 is a disaster that involves the entire District, school sites and the surrounding community. At Level 3, the EOP is activated, and the entire District Emergency management organization is activated.

Step Three: Determine the Immediate Response Action

The staff and students response to any emergency/disaster is based on an understanding of the nature of the emergency/disaster, the potential hazards, the likely response services and knowledge of what individuals and groups should do to increase their chances of survival and recovery.

Immediate action responses may include: Drop cover and hold, Shelter in place, Lock down, Campus Evacuation, Off Campus Evacuation, and/or All Clear.

Step Four: Communicate the Appropriate Response Action

Based on the emergency, we would activate members of the Emergency Incident Command System.

Pending level of emergency communication locally is reported to parents by the Connect Ed telephone system. Significant emergencies are then reported by the District. Oxnard School District reports and notifications are to be made to the Ventura County Operational Area via the City of Oxnard and those directives that are currently in place through the SIMS and NIMS plan.

Types of Emergencies & Specific Procedures

Aircraft Crash

1. Call 911 to report the crash. Designate whether private or commercial.
2. Notify the District Office.
3. Establish a Command Post and activate the Incident Command System.
4. Determine if any staff or students are in immediate danger. If necessary, evacuate to primary/secondary locations away from the crash site. All others are to remain at their assigned locations.
5. Render first aid as necessary.
6. Take roll and report results to the Incident Command Center.
7. Assist emergency responders and coordinate activities accordingly.
8. Once civil/military responders have taken charge of the accident area, coordinate the release of students (if necessary) with the District Office.

Animal Disturbance

The children, staff and community members will be moved to a safe area when an animal is present on school grounds, or near the campus. If possible, the campus custodian may assist in securing the animal from becoming harm or hurt anyone. The animal may be confined to a secured area until it is removed from the campus by animal control.

When an animal is on campus while students are present, students are removed from the area through a different path to a secure area until the animal is restrain/under control and secured.

Armed Assault on Campus

1. Call 911
2. Institute Lockdown - Priority 1 procedures
3. Remain on Lockdown until "All Clear" is instituted by police.

Biological or Chemical Release

1. If you are notified of potentially hazardous release or accident, notify the Superintendent immediately.
2. Render first aid as necessary.
3. Establish a Command Post and implement the Incident Command System.
4. The decision to evacuate the site will be made by the Superintendent based on the recommendations of the principal and/or by competent civil authority.
5. If an evacuation order is imminent, move students and staff to a designated evacuation/shelter area. If evacuation is not imminent, students and staff should remain in classrooms or in assigned areas.
6. Until ordered to evacuate, assume that a "shelter-in-place strategy" will be employed and do the following:
 - 1) Direct all students and staff to remain indoors.
 - 2) Direct all heating and ventilation systems to be shut down.
 - 3) Direct that all windows be closed.

Bomb Threat/ Threat Of violence

1. The receiving person should attempt to keep the caller on the line, while communicating to nearby personnel that there is a bomb threat. (This person will complete the form entitled "Bomb Threat Report" (See form following).
2. Contact the police and the District Office Superintendent.
3. Principal will call for an evacuation and establish a command post.
4. DO NOT use radios or cellular telephones.
5. An organized search of the campus will be conducted under the direction of the law enforcement agencies/principal.
6. Activate the Incident Command System; Hazard Control Unit.

7. In the event that a suspicious object is located, all personnel should be kept clear of the area until law enforcement agencies have evaluated the conditions.
8. Return to your normal routine only when the principal and the law enforcement agencies/principal give the all clear to return back to school/classes.

Bus Disaster

The following procedures are for use by bus drivers and appropriate school administrators in the event of an earthquake, serious bus accident, or other emergency that occurs while students are on a field trip or being transported to or from school.

This section addresses two possible scenarios involving a bus disaster: (1) an earthquake and (2) a serious accident or bus fire. It is important to note that drivers may need to make spontaneous, independent decisions based on the nature of the emergency, age of the children, location of the bus, and other unique circumstances to ensure children's safety.

Procedure

Scenario 1 – Earthquake

1. Upon first indication of an earthquake, the bus driver should issue Drop, Cover, and Hold procedures to all students on the bus.
2. The bus should be moved away from all power lines, bridges, overpasses, possible landslide conditions, overhanging trees, or other dangerous situations.
3. The bus driver should set the emergency brake, turn off the ignition, and wait for the shaking to stop.
4. The bus driver should check students for any injuries and provide first aid, as appropriate.
5. In the event the bus is disabled, the driver and students should stay in place until help arrives.
6. The bus driver should contact the School Administrator and the District Transportation Director to report the location and condition of students on the bus.
7. The School Administrator will determine what additional appropriate notifications should be made and will brief the District Superintendent on the situation.
8. If the bus driver is instructed to resume the bus route, the driver should continue to pick students up. Students should only be dropped off if a responsible adult is at the bus stop.
9. If it is impossible to return to school, the bus driver should contact the School Administrator and remain with the children until further instructions are received.
10. The bus driver is responsible for all students who board the bus throughout the emergency.

Scenario 2 – Serious Accident or Bus Fire

1. The bus driver will park the bus in a safe location with the emergency brake set and the ignition off.
2. In the event of a fire, students and the driver should evacuate the bus immediately and move to a safe location away from the bus and traffic using available barricades (e.g., trees, cars) when available.
3. The bus driver will immediately call 9-1-1 and provide the exact location of the bus and wait for the arrival of emergency response personnel.
4. The bus driver should check students for injuries and provide appropriate first aid.
5. The bus driver should call the School Administrator and the District Transportation Director (refer to the Essential Contacts in the Appendices of this Plan) to report the location and condition of students.
6. The School Administrator will determine what additional appropriate notifications should be made and will notify the District Superintendent on the situation.
7. The bus driver is responsible for accounting for all students throughout the emergency.

Disorderly Conduct

1. Consult with the Police Department and the District to coordinate appropriate protection.
2. Establish a Command Post and an Incident Command System. Notify the Superintendent (805) 487-3918.
3. Inform teachers and staff of the emergency situation. If necessary, signal a "Lockdown" (Priority 1 for imminent danger on campus).
4. Do not release staff or students without authorization.
5. Screen all persons entering campus. A government issued picture ID (IE: drivers license) will be required.
6. All students and staff are to remain in their respective classrooms and work areas.
7. Lock all doors and windows and close all window blinds or curtains.
8. Avoid window areas.
9. When the emergency is over, signal all clear.

Earthquake

A. INSIDE SCHOOL BUILDING:

1. The teacher, or staff member in authority, will implement action, "DUCK – COVER AND HOLD." Stay inside building until the shaking stops.
2. Try to avoid glass and falling objects, areas where there are large panels of glass and/or heavy suspended light fixtures.
3. Do not use telephones.
4. Implement action, "LEAVE BUILDING" (long bell), when instructed to do so, after the earthquake is over and tremors have subsided. Special consideration should be given to exit routes as some exits have heavy roof structures over the doorways. Go to an open area away from trees, power poles, etc.
5. Avoid touching electrical wires and metal objects such as chain link fences.
6. Render first aid if necessary.
7. Take roll and report missing students to the principal.
8. The principal/designee is to establish a command post, assess damage, activate search team and activate the Incident Command System.
9. Activate a buddy system; determine needs of neighboring schools.
10. Principal to request assistance through school district channels.
11. Notify the District Emergency Operations Center of any breaks in utility lines.
12. The Superintendent/designee will determine the advisability of closing the school, based on the report of the principal.

B. IF OUTSIDE:

1. Move away from buildings, playground equipment, utility poles, signs, trees, metal fences, exposed wires and wet areas.
2. The safest place is in the open. Stay there until the earthquake is over.
3. Follow procedures 5 through 12 under "Inside School Building."

C. WALKING TO AND FROM SCHOOL:

1. The safest place is in the open. Stay there.
2. Move away from buildings, utility poles, signs, trees, metal fences and exposed wires.
3. DO NOT RUN! Do "DROP – TAKE COVER."
4. After an earthquake, if on your way TO school, continue to school.
5. After an earthquake, if on your way FROM school, continue home.

D. ON SCHOOL BUS:

1. If possible, the bus driver will pull to the side of the road away from any buildings, poles, and large trees issue command "DROP – TAKE COVER."
2. Turn off ignition and set brakes.
3. Wait until the earthquake is over.
4. If possible, contact dispatch office by radio for instructions.

E. HANDICAPPED STUDENTS:

1. Students with handicap conditions may need special assistance and instruction regarding falling debris. Additional drills may be needed to make certain the procedures are mastered.
2. Each handicapped student's needs should be assessed in relation to the possibility of a disaster and his/her preparedness.

Explosion or Risk Of Explosion

1. DUCK, COVER, AND HOLD command is to be given immediately. Do not approach windows or doors.
2. If the explosion is not in the building, students and staff are to remain at their assigned locations until directed by competent authority.
3. If necessary, move to primary/secondary evacuation locations outside the building and away from the location of the explosion.
4. Render first aid as necessary.
5. Notify authorities (911) and the Superintendent.
6. The Principal activates the Incident Command System.
7. Teachers are to take roll and report missing students to the office.
8. If possible to fight small fires without endangering life, do so.
9. If necessary, notify utility companies of any breaks in their lines.

Fire in Surrounding Area

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled students during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The Principal will recommend to the Superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Fire on School Grounds

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled students during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The Principal will recommend to the Superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.

14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Flooding

- 1) Warning of an impending flood would normally be received at the endangered location by telephone from the District Office or from a civil agency (police or fire). If access to the Internet is available, the national weather service supplies current weather information, including severe weather warnings at <http://www.nwsla.noaa.gov>.
- 2) Establish a Command Post and communicate with the District Office. The predicted extent of the flood and the amount of time before it arrives will determine the course of action.
- 3) Keep students indoors until it is determined to be safe
- 4) Move students to pre-designated assembly areas if an evacuation is ordered.
- 5) Teachers are to take roll, complete Disaster Report, and report all missing students to the office.
- 6) The principal may initiate the following emergency actions:
 - Dismiss school.
 - Evacuate the campus and move to a safe place.

Loss or Failure Of Utilities

1. Notify the appropriate utility company and the District Office.
2. Determine if any power, sewer, gas or water lines are down or ruptured on or adjacent to the campus. If so, activate the Incident Command System.
3. Determine if an evacuation is necessary.
4. Use emergency lighting (flashlights) and open window shades to provide as much light as possible.
5. Should the utility failure be for an extended period, make recommendations to and coordinate activities with the District Office.

Motor Vehicle Crash

1. Call 911 to report the crash.
2. Evaluate situation start first aid where possible
3. Noify the District Office
4. Establish a command post as needed
5. Determine if any staff or students are in immediate danger. If necessary evacuate location to move away from crash area.
6. Consult with the Superintendent and Emergency personnel for further direction and coordinate safety activity as needed.

Psychological Trauma

Many emergencies may result in psychological trauma for students and school staff. These emergencies may include an act of violence; the death of a student or staff member; an earthquake or other natural disaster; a serious environmental problem; or ethnic and racial tensions. Emergencies may result in the following conditions:

- Temporary disruption of regular school functions and routines
- Significant interference with the ability of students and staff to focus on learning
- Physical and/or psychological injury to students and staff
- Concentrated attention from the community and news media

As a result, students and staff may exhibit a variety of psychological reactions. Once the physical safety of those involved has been ensured, attention must focus on meeting the emotional and psychological needs of students and staff.

Specific procedures relating to crisis management can be found in the Oxnard School District – School Crisis Intervention Team Manual.

Procedure

1. The School Administrator/Principal will contact the District Superintendent to establish a Crisis Intervention Team, which has primary responsibility for providing necessary assistance after all types of crises.

2. The District Superintendent will determine whether a District EOC activation is necessary to support school site Crisis Intervention Team operations.
3. The Crisis Intervention Team will assess the range of crisis intervention services needed during and following an emergency.
4. The Crisis Intervention Team will provide direct intervention services for students and staff.
5. The School Administrator/Principal, District Superintendent and Crisis Intervention Team will work together to determine when and how school functions should be restored.
6. The Crisis Intervention Team should provide ongoing assessment, if needed, as well as follow-up services, as required.

Suspected Contamination of Food or Water

The following procedure should be followed if any school staff member reports suspected contamination of food or water. This procedure applies where there is evidence of tampering with food or packaging, observation of suspicious individuals in proximity to food or water supplies, or if the school is notified of possible food/water contamination by District staff or local agencies. Indicators of contamination may include unusual odor, color, or taste, and/or multiple persons with unexplained nausea, vomiting, or other illnesses.

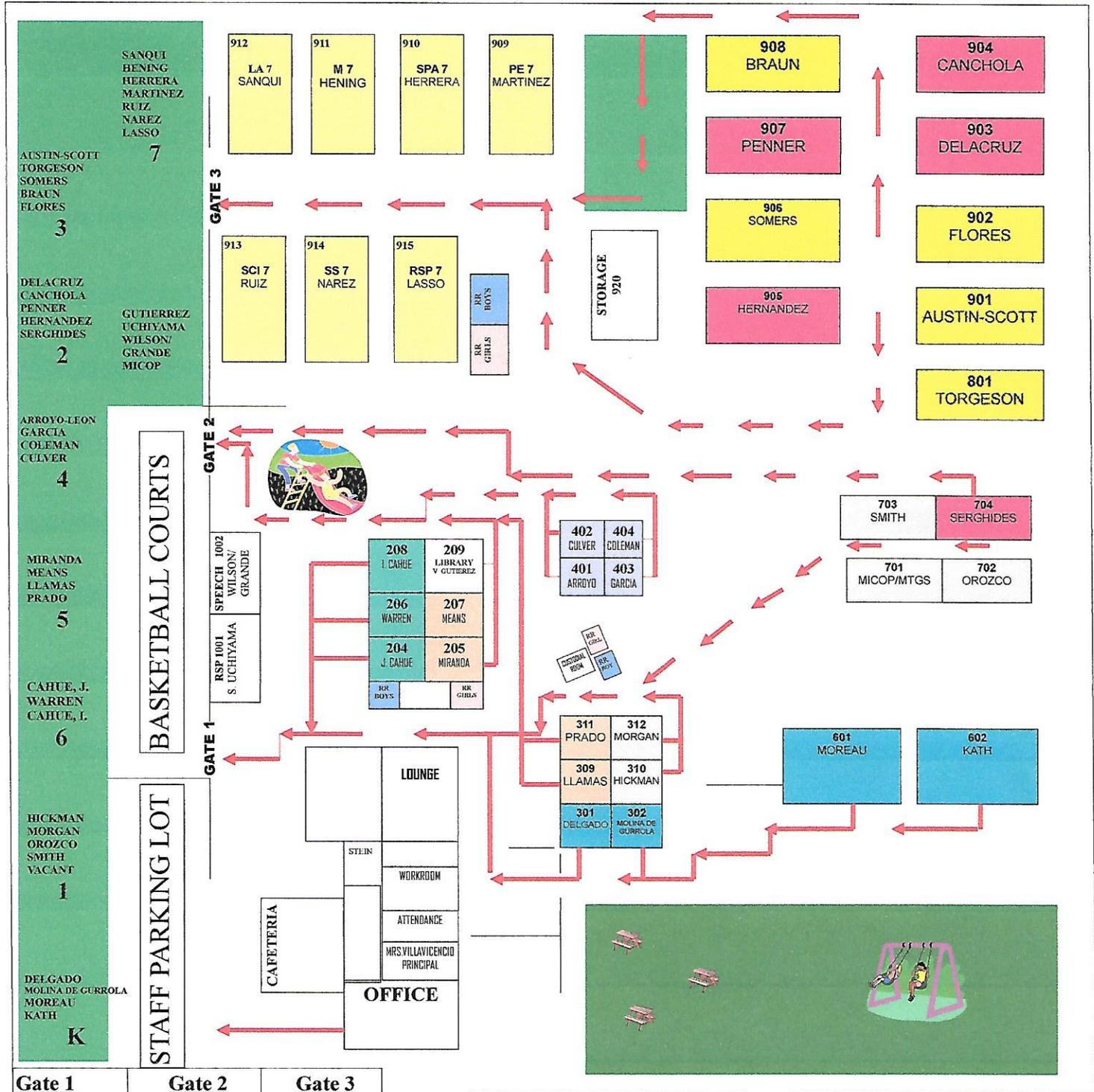
Procedure

1. Upon indication of suspected contamination, the School Administrator/Principal will work with appropriate school staff to isolate the suspected food/water. Access should be restricted to the contaminated area to prevent consumption of food/water.
2. The School Administrator/Principal should call 9-1-1, District Superintendent, Child Nutrition Services and Ventura County Public Health .
3. District Superintendent will determine whether a District EOC activation is necessary to support school site operations.
4. School medical personnel should assess the need for medical attention and provide first aid, as appropriate.
5. The School Administrator/Principal and school staff will make a list of all potentially affected students and staff along with their symptoms, the food/water suspected to be contaminated, and the quantity and description of products consumed. The list should be provided to responding authorities.
6. The School Administrator/Principal should work with local authorities and District Superintendent to determine necessary follow-up actions, including the need to notify other potentially affected schools in the District.
7. The School Administrator/Principal and District Superintendent will work with Ventura County Public Health to determine when normal school operations can resume.
8. The School Administrator/Principal will ensure that parents are notified of the incident, as appropriate.

Unlawful Demonstration or Walkout

The administrator will contact the District Superintendent for direction.

Emergency Evacuation Map



<u>Gate 1</u>	<u>Gate 2</u>	<u>Gate 3</u>
K-1st Grade 6th Grade	4th & 5th Grade	2nd-3rd Grade 7th Grade
DELGADO MOLINA MOREAU KATH HICKMAN MORGAN OROZCO SMITH MOREAU J. CAHUE I. CAHUE WARREN	ARROYO-LEON GARCIA COLEMAN CULVER MIRANDA MEANS LLAMAS PRADO SERGHIDES	DELACRUZ ROBLED PENNER HERNANDEZ AUSTIN-SCOTT TORGESON SOMERS BRAUN FLORES SANQUI HENING HERRERA MARTINEZ RUIZ NAREZ LASSO

VISITOR PARKING LOT

LEMONWOOD ELEMENTARY SCHOOL
 2200 CARNEGIE ST. OXNARD, CA. 93033 (805) 385-1551

EVACUATION EXITS

Comprehensive School Safety Plan SB 187 Compliance Document

**2014-2015
School Year**

School: Marina West Elementary School
CDS Code: 56725386055347
District: Oxnard School District
Address: 2501 Carob Street
 Oxnard, CA 93035
Date of Adoption:

Approved by:

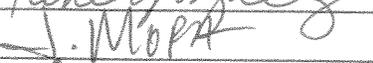
Name	Title	Signature	Date
Anna Thomas	Principal		2/26/15
Monique Martinez	1st grade Teacher		2/26/15
Summer Whitehead	4th grade Teacher		2/23/15
Esther Vargas	5th grade Teacher		2/26/15
Reyna Moreno	Outreach Consultant		2/23/15
Chari Farias	Counselor		2/24/15
Allfonso Rivera	Lead Custodian		2-23-15
Irene Gonzalez	Office Manager		2-17-15
Officer John Mora	School Resource Officer		2-24-15
Lisa Baird-Mayeda	School Site Council President		2/26/2015

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Senate Bill 187: Comprehensive School Safety Plan Purpose

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 AB 115. 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 of the Comprehensive School Safety Plan is available for review at Marina West Elementary School's office.

Safety Plan Vision

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 learning environment. We believe students should be actively involved in a respectful, caring, cohesive educational community.

Components of the Comprehensive School Safety Plan (EC 32281)

Marina West Elementary School Safety Committee

Anna Thomas, Principal; Monique Martinez, 1st grade Teacher; Summer Whitehead, 4th grade Teacher; Esther Vargas, 5th grade Teacher; Reyna Moreno, Outreach Consultant; Chari Farias, Counselor; Alfonso Rivera, Lead Custodian; Irene Gonzalez, Office Manager; Officer John Mora, School Resource Officer; Lisa Baird-Mayeda, School Site Council President.

Assessment of School Safety

The School Resource Officer from the Oxnard Police Department regularly attends lockdown drills scheduled by school staff in order to ensure that procedures are followed properly. He provides feedback to the administration, who in turn, debriefs with the staff and necessary changes are made. He also makes sure there is a police presence during our whole school evacuation 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 administration as they are noticed to be handled by the Lead 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 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 Safety Committee 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.

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. Once the input has been obtained, a system of communication goes into effect to make sure all stakeholders are made aware of the changes.

In order to ensure that students engage in safe behavior, the school utilizes the Lesson One program of life skills expectations. These are the school rules. 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.

Security has been increased by making the campus a Closed Campus. All students are dropped off at the main gate in the morning. 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.

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

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.

OSD CHILD ABUSE REPORTING PROCEDURES ADVISORY

If in doubt, file! (Call Children and Family Services or the Police Department)

Call Children and Family Services immediately to verbally report.

Forward completed Child Abuse Report form within 36 hours.

Do not pass on the responsibility to report. However, you can/should consult with your supervisor.

If you have a reasonable suspicion, you then have a duty to check (reasonable suspicion creates a duty.)

The burden of proof is not with you. Children and Family Services will do the investigation.

School staff is not liable for defamation if done in the course and scope of your employment.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

Disaster Plan (See Appendix C-F)

GENERAL: The 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.

A. Mass panic can be one of the greatest dangers to students. Staff members should remember that in times of stress, students will look for leadership to those who are normally in an authoritative position. REMAIN CALM, size up the situation and take action based on known facts and plans.

B. 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.

C. A well-prepared and tested plan for prompt and positive protection minimizes injuries and loss of life in a major disaster.

D. 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.

E. 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.

F. Emergency Announcements will be provided on the following radio stations.

AM Radio Stations:

Ventura: KVTA 1520

Los Angeles: KNX 1070

Spanish: KTRO 1520

EM Radio Stations:

Ventura: KHAY 100.7

Los Angeles: KBIG 104.3

Oxnard: KCAQ105

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.

(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.
 - k) Disrupted school activities or otherwise willfully defied the valid authority
 - 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.
 - 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

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

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: (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.

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.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Whenever a student is identified as violent or dangerous per E.C. 49079 the teacher will be informed by the principal. The teacher shall keep this information in confidence and must not further disseminate it. However, if the teacher believes that the student is improperly placed (or is an immediate danger) these opinions (and related observations) should be shared with the principal immediately. The Student Study Team, and/or District SARB should be used for referral or added support in such cases. The district office also has a responsibility to insure that all appropriate actions are taken to identify, notify and support necessary interventions with regard to violent or dangerous pupils.

NOTICE OF SCHOOL DISRUPTION

Directive to Leave School Grounds Now

Your behavior constitutes an unlawful disruption at school in violation of Penal Code §§ 71, 601 and 626.8, Education Code §§ 44810 and 44811, and/or Code of Civil Procedure § 527.8.

YOU ARE DIRECTED TO LEAVE SCHOOL PROPERTY IMMEDIATELY!

The school district has procedures for resolving complaints and disputes which you may take advantage of if you wish. Please call (805) 385-1501 for further information. People at the Oxnard District Office will assist in situations such as this

(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 WHO?, Assistant Superintendent (805) 487-3918. 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, Pupil Support Services, 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. (Education Code 35294.1)

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. Open-toed sandals or 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. Clothing affiliated with sports teams is prohibited.
6. Hair shall be clean and neatly groomed. Hair may not be sprayed by any coloring that would drip when wet.
7. Shirts should be tucked in and the seat of pants cannot sag.

(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 2:25 p.m. for students in grades 1-5. The school day for Kindergarten students is from 8:15-1:32, 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. 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 playground 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 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. Loitering is prohibited. Students who fail to adhere to this rule will be subject to disciplinary action.

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 cafeteria) 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 3 front gates (by the cafeteria, by building 200 and between buildings 11 and 12) are opened for students to exit. At 2:40p.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.

Under no circumstances should a student leave campus without permission.

TARDY / LATE POLICY

Be at school by 8:15 a.m.

- If a student is late to class without an approved reason it is a 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, 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, or death in the immediate family. All other absences are considered unexcused.

When a student is absent, parents are expected to call the school (385 - 1554) or send an excusal note within 72 hours of the absence.

RETURNING AFTER AN ABSENCE

1. The student or parent/guardian can provide a dated note from parent/guardian stating the reason for the absence, with student name, grade, teacher, date of absence, and parent/guardian signature.
2. If the student provides the note, he/she must give the note to the Attendance Clerk or Teacher prior to 8:15 a.m. to avoid being late for class.

TRUANCIES (UNEXCUSED ABSENCES)

The following are considered truanancies:

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.

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 behavior and discipline 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
All staff trained in the Lesson One Program.	Training for staff annually.	Trained school or consultant personnel conducts the trainings.	Anna Thomas, Principal.	Tracking of discipline data.
Students understand the elements of the Lesson One program.	Students are trained along with staff. Consistent use of skills in classrooms.	Trained school or consultant personnel conducts the trainings.	Anna Thomas, Principal.	Tracking of discipline data.
Consistency of expectations.	Use of common terminology by all staff. Use of common activities in all classrooms.	Trained school or consultant personnel conducts the trainings.	Anna Thomas, Principal.	Tracking of discipline data.
Students with consistent and prevalent negative behaviors and needs will be referred for services and support through the Coordinated Services Team system.	Staff is aware of the referral process. Support staff provides the necessary services or further referrals to local agencies. Staff works with parents to provide support to the entire family.	Support staff (School Psychologist, Outreach Consultant, School Counselor). Teaching staff Administration Local agencies (City Impact, VCBH)	Anna Thomas, Principal.	Reduction of referrals to CoST and SST

Component:

Safe Physical Environment

Element:

Safe Ingress and Egress for Parents, Students and Staff

Opportunity for Improvement:

Input from stake holders.

Objectives	Action Steps	Resources	Lead Person	Evaluation
To eliminate unauthorized visitors on campus.	All visitors must sign-in at the office and obtain a visitor's badge. Gates must remain locked. Open gates are monitored by school staff.	Staff, sign-in log and sticky badges.	Anna Thomas, Principal	Constant monitoring
To ensure all students are released to authorized persons only.	All persons picking a child up from school during the school day, must be on the emergency card, at least 18 years of age and provide a valid ID. All persons picking up a child during the school day, must complete the sign out sheet. School personnel will verify who is authorized to pick a child up from school during the school day by checking school records and appropriate paperwork	Staff, district provided sign out sheet.	Anna Thomas, Principal	Constant monitoring
To ensure orderly egress of students in the event of an emergency situation requiring students to leave campus.	Conduct a school-wide evacuation drill. All staff and students are aware of the procedures to evacuate students to the nearby park.	Staff, maps, procedures, School Resource Officer.	Anna Thomas, Principal	Debrief of drill immediately following.

Component:

Disaster Preparedness

Element:

Revision of Drill Procedures

Opportunity for Improvement:

Regular drills with debriefing opportunities

Objectives	Action Steps	Resources	Lead Person	Evaluation
To practice lockdown procedures using guidelines provided by the Oxnard Police Department.	Debriefing staff after drills to improve practice. Updating written procedures in staff handbooks. Communicating importance of drills to students.	Staff, students, meeting time, handbooks, School Resource Officer.	Anna Thomas, Principal	Lockdown drills with debriefing.
To practice monthly fire drills.	Debriefing staff after drills to improve practice. Communicating importance of drills to students.	Staff, students.	Anna Thomas, Principal	Fire drills with debriefing.
To practice regular earthquake drills.	Debriefing staff after drills to improve practice. Communicating importance of drills to students.	Staff, students.	Anna Thomas, Principal	Earthquake drills with debriefing.

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Marina West Elementary School Student Conduct Code

Conduct Code Procedures

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-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 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 in relation to life at school. We want to be an extraordinary place of safety and positive opportunity for everyone. Students are encouraged to develop self-control so that they can make good decisions in and out of school.

EXPECTATIONS FOR STUDENTS:

Attend school on time, every day.

Come to school ready to learn and work hard.

Bring necessary materials, completed assignments and homework.

Know and follow school and class rules.

Ask for help when needed.

Communicate regularly with parents and teachers about school experiences so that they can be of assistance.

Limit TV watching and video game playing and instead study or read every day after school.

Work hard and do my best.

Respect the school, classmates, staff and families.

Follow the Pledge for Success.

1. Listen to what others have to say.

2. Do your best.

3. Treat others the way you would like to be treated.

4. Celebrate diversity.

5. Remember that you have people who care about you in your family, school and community.

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-control and responsibility.

EXPECTATIONS FOR SCHOOL STAFF:

Inform students and parents about school district discipline standards.

Consistently monitor Lesson One implementation, 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 promote teaching and effective learning.

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 prevention of discipline incidents. Students learn that when they don't follow the Pledge for Success, a consequence will result.

Students May Be Disciplined for the Following Reasons:

a. 1. Caused, attempted to cause, or threatened to cause physical injury.

a. 2. Willfully used force or violence on another person, except in self-defense.

b. Possessed, sold or otherwise furnished any firearm, knife, explosive, or other dangerous object.

c. Possessed, used, sold, furnished, or been under the influence of any controlled substance, alcohol, or intoxicant.

- d. Offered, arranged, or negotiated to sell a controlled substance, alcohol or intoxicant and then provided a replica substance.
- e. Attempted or committed robbery or extortion.
- f. Attempted or caused damage to school or private property.
- g. Attempted or stole school or private property.
- h. Possessed, or used a tobacco product.
- i. Committed an obscene act or engaged in habitual profanity or vulgarity.
- j. Possessed, offered, arranged, or negotiated to sell drug paraphernalia.
- k. Disrupted school activities or willfully defied valid authority.
- l. Knowingly received stolen school or private property.
- m. Possessed an imitation firearm.
- n. Attempted or committed sexual assault or committed a sexual battery.
- o. Harassed, threatened, or intimidated a student complainant or witness in a school disciplinary matter.
- p. Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- q. Engaged in, or attempted to engage in, hazing.
- r. Engaged in an act of bullying, including but not limited to, bullying by means of an electronic act.
- t. Aided or abetted in the attempted or infliction of physical injury to another. Expel only when connected to (a).
- 2. Committed sexual harassment. (Grades 4-12) .
- 3. Attempted, threatened, caused, or participated in hate violence. (Grades 4-12) .
- 4. Harassment, threats or intimidation creating an intimidating or hostile educational environment. (Grades 4-12) .
- 7. Made terroristic threats against school officials or property.

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 lunch or recess;
 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 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. Students who exhibit repeated inappropriate behaviors which interfere with learning are referred to COST for behavior interventions. Serious infractions may result in immediate suspension and/or recommendation for expulsion for the student.

Positive Reinforcements

Students can be rewarded with certificates, recognition at Awards Assemblies, a visit to the Principal's "treasure box," or a positive announcement over the PA system.

(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 so as 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 on the basis of 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 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 a monthly 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.

Safety Plan Appendices

Emergency Contact Numbers

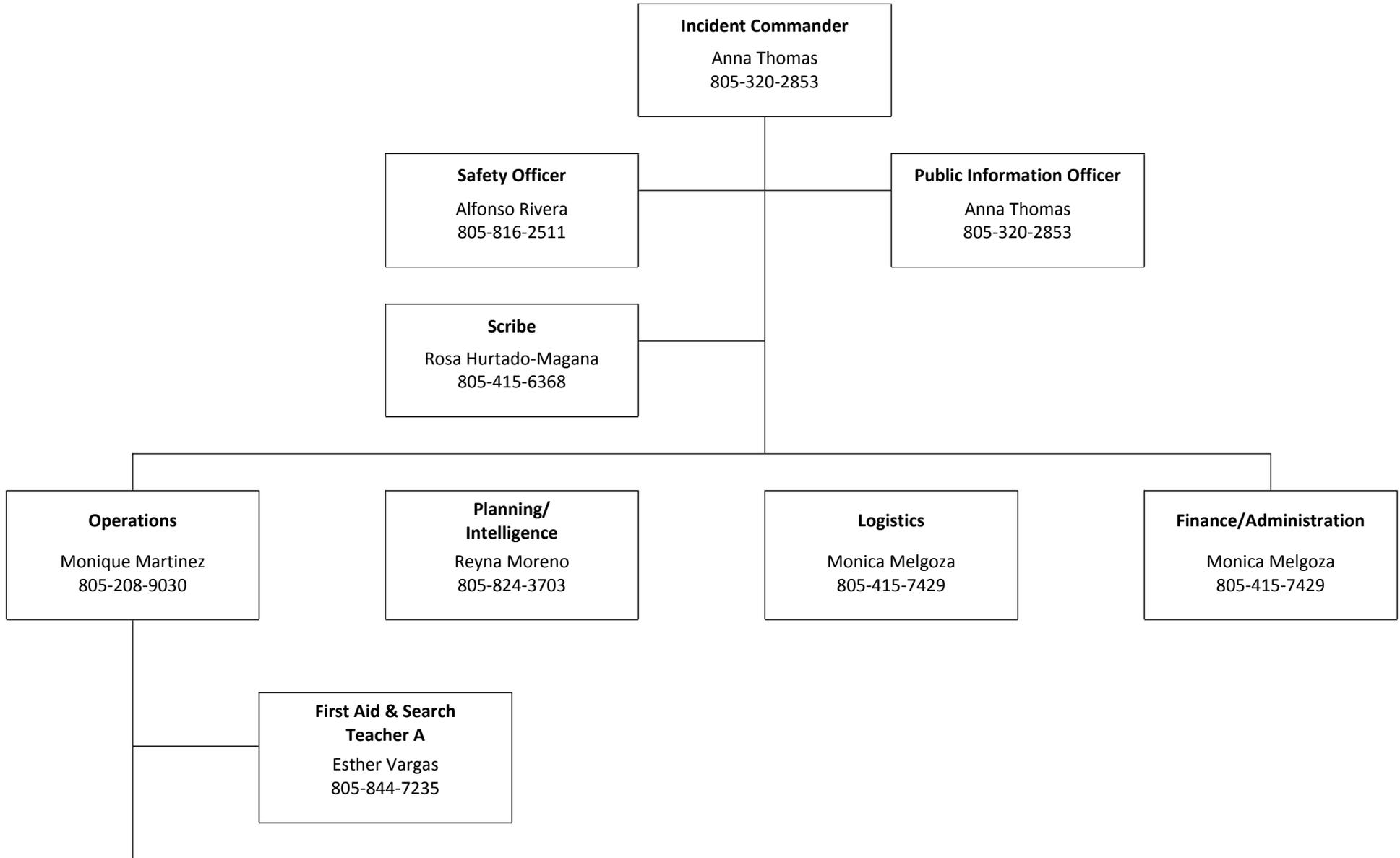
Utilities, Responders and Communication Resources

Type	Vendor	Number	Comments
Law Enforcement/Fire/Paramedic	Ventura County Sheriff's Department	911	
Law Enforcement/Fire/Paramedic	Police Department	911 from a land line; 486-1663 from cell phone	
Law Enforcement/Fire/Paramedic	Fire/Paramedic Emergency	911	
Law Enforcement/Fire/Paramedic	Ventura County Children & Family Services	654-3200	Human Resources Department
Public Utilities	Southern California Edison	1-800-655-4555 - 0	
Public Utilities	Southern California Gas	1(800) 427-2200 - 1	
Public Utilities	Telephone Repair	611	
Local Hospitals	St. Johns Hospital	988-2500	
Local Hospitals	Ventura County Medical Center	652-6000	
Local Hospitals	Community Memorial Hospital	652-5011	

Safety Plan Review, Evaluation and Amendment Procedures

Activity Description (i.e. review steps, meetings conducted, approvals, etc)	Date and Time	Attached Document (description and location)
Beginning of review of plan with staff. Review plan with safety committee at each scheduled meeting. Mid year review plan with Leadership Team, Safety Committee and School Site Council. Final revision of plan by February of each year.	At least 3x a year.	
The Safety Committee meets regularly to review and refine all safety and security procedures and all elements of the Comprehensive School Safety Plan.	Monthly	
Any changes made to the plan are communicated to staff and related personnel at staff meetings or through memos or emails.	As needed	
Regular drills are conducted to ensure that students and staff are aware of emergency procedures.	Monthly	
The School Resource Officer is invited to provide feedback on safety and security procedures.	During drills	
The school's Leadership Team tracks behavior and discipline and makes recommendations to refine the school's discipline policy.	Monthly	
Parent groups are asked for input on some revisions to safety and security procedures.	As needed	
Communication is provided to families regarding reminders about traffic and safety procedures.	As needed	

Marina West Elementary School Incident Command System



**Student Release &
Accountability
TeacherB**

Summer Whitehead
805-340-5930

Incident Command Team Responsibilities

Standardized Emergency Response Management System Overview

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:

Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency

It is important to note that school administrators are responsible for the health and safety of students and staff during an emergency. Although the following procedures refer to specific actions, school administrators must exercise discretion in implementing standardized procedures and should consider modifications as necessary to ensure the health and safety of all personnel during an emergency. These might include: Earthquake, Hazardous materials, Flooding, Fire, Dam Failure, Transportation Incident (Air, Train, Truck), School Violence, Terrorism, Tsunami, and Public Health Emergency.

Step Two: Identify the Level of Emergency

OSD emergency response and recovery operations will be managed in one of three modes, depending on the magnitude of the emergency/disaster.

Level 1 is a minor incident that is quickly resolved and internal resources or limited help. The District will maintain normal staffing and reporting protocols. At this operational level, the environment is monitored for changes.

Level 2 is a more significant emergency that impacts district buildings and or school sites. For level 2 the Emergency Operations Plan is activated. The EOC will be activated but only those functions that are needed to coordinate and support emergency operations will be activated. The EOC Director will determine the magnitude of the emergency and coordinate its resolution or, if the emergency continues to develop, a Level 3 response will be activated. Other key staff may be alerted, depending on the nature of the emergency.

Level 3 is a disaster that involves the entire District, school sites and the surrounding community. At Level 3, the EOP is activated, and the entire District Emergency management organization is activated.

Step Three: Determine the Immediate Response Action

The staff and students response to any emergency/disaster is based on an understanding of the nature of the emergency/disaster, the potential hazards, the likely response services and knowledge of what individuals and groups should do to increase their chances of survival and recovery.

Immediate action responses may include: Drop cover and hold, Shelter in place, Lock down, Campus Evacuation, Off Campus Evacuation, and/or All Clear.

Step Four: Communicate the Appropriate Response Action

Based on the Emergency, we would activate members of the Emergency Incident Command System.

Pending level of Emergency communication locally is reported to parents by the Connect Ed telephone system. Significant Emergencies are then reported by the District. OSD reports and notifications are to be made to the Ventura County Operational Area via the City of Oxnard and those directives that are currently in place through the SIMS and NIMS plan.

Types of Emergencies & Specific Procedures

Aircraft Crash

1. Call 911 to report the crash. Designate whether private or commercial.
2. Notify the District Office.
3. Establish a Command Post and activate the Incident Command System.
4. Determine if any staff or students are in immediate danger. If necessary, evacuate to primary/secondary locations away from the crash site. All others are to remain at their assigned locations.
5. Render first aid as necessary.
6. Take roll and report results to the incident command center.
7. Assist emergency responders and coordinate activities accordingly.
8. Once civil/military responders have taken charge of the accident area, coordinate the release of students (if necessary) with the District Office.

Animal Disturbance

1. Call Animal Control
2. Clear area of students and staff
3. Isolate animal, if possible

Armed Assault on Campus

1. Call 911
2. Institute Lockdown - Priority 1 procedures
3. Remain on Lockdown until "All Clear" is instituted by police.

Biological or Chemical Release

1. If you are notified of potentially hazardous release or accident, notify the Superintendent immediately.
2. Render first aid as necessary.
3. Establish a Command Post and implement the Incident Command System.
4. The decision to evacuate the site will be made by the Superintendent based on the recommendations of the principal and/or by competent civil authority.
5. If an evacuation order is imminent, move students and staff to a designated evacuation/shelter area. If evacuation is not imminent, students and staff should remain in classrooms or in assigned areas.
6. Until ordered to evacuate, assume that a "shelter-in-place strategy" will be employed and do the following:
 - 1) Direct all students and staff to remain indoors.
 - 2) Direct all heating and ventilation systems to be shut down.
 - 3) Direct that all windows be closed.

Bomb Threat/ Threat Of violence

1. The receiving person should attempt to keep the caller on the line, while communicating to nearby personnel that there is a bomb threat. (This person will complete the form entitled "Bomb Threat Report" (See form following).
2. Contact the police and the District Office.
3. Administrators will call for an evacuation and establish a command post.
4. DO NOT use radios or cellular telephones.
5. An organized search of the campus will be conducted under the direction of the law enforcement agencies/principal.
6. Activate the Incident Command System; Hazard Control Unit.
7. In the event that a suspicious object is located, all personnel should be kept clear of the area until law enforcement agencies have evaluated the conditions.

8. Return to your normal routine only when the principal and the law enforcement agencies/principal give the all clear to return back to school/classes.

Bus Disaster

The following procedures are for use by bus drivers and appropriate school administrators in the event of an earthquake, serious bus accident, or other emergency that occurs while students are on a field trip or being transported to or from school.

This section addresses two possible scenarios involving a bus disaster: (1) an earthquake and (2) a serious accident or bus fire. It is important to note that drivers may need to make spontaneous, independent decisions based on the nature of the emergency, age of the children, location of the bus, and other unique circumstances to ensure children's safety.

Procedure

Scenario 1 – Earthquake

1. Upon first indication of an earthquake, the bus driver should issue Drop, Cover, and Hold procedures to all students on the bus.
2. The bus should be moved away from all power lines, bridges, overpasses, possible landslide conditions, overhanging trees, or other dangerous situations.
3. The bus driver should set the emergency brake, turn off the ignition, and wait for the shaking to stop.
4. The bus driver should check students for any injuries and provide first aid, as appropriate.
5. In the event the bus is disabled, the driver and students should stay in place until help arrives.
6. The bus driver should contact the School Administrator and the District Transportation Director to report the location and condition of students on the bus.
7. The School Administrator will determine what additional appropriate notifications should be made and will brief the District Superintendent on the situation.
8. If the bus driver is instructed to resume the bus route, the driver should continue to pick students up. Students should only be dropped off if a responsible adult is at the bus stop.
9. If it is impossible to return to school, the bus driver should contact the School Administrator and remain with the children until further instructions are received.
10. The bus driver is responsible for all students who board the bus throughout the emergency.

Scenario 2 – Serious Accident or Bus Fire

1. The bus driver will park the bus in a safe location with the emergency brake set and the ignition off.
2. In the event of a fire, students and the driver should evacuate the bus immediately and move to a safe location away from the bus and traffic using available barricades (e.g., trees, cars) when available.
3. The bus driver will immediately call 9-1-1 and provide the exact location of the bus and wait for the arrival of emergency response personnel.
4. The bus driver should check students for injuries and provide appropriate first aid.
5. The bus driver should call the School Administrator and the District Transportation Director (refer to the Essential Contacts in the Appendices of this Plan) to report the location and condition of students.
6. The School Administrator will determine what additional appropriate notifications should be made and will and the District Superintendent on the situation.

7. The bus driver is responsible for accounting for all students throughout the emergency.

Disorderly Conduct

1. Consult with the Police Department and the District to coordinate appropriate protection.
2. Establish a Command Post and an Incident Command System. Notify the Superintendent (805) 385-1501.
3. Inform teachers and staff of the emergency situation. If necessary, signal a "Lockdown".
4. Do not release staff or students without authorization.
5. Screen all persons entering campus. A government issued picture ID (IE: drivers license) will be required.
6. All students and staff are to remain in their respective classrooms and work areas.
7. Lock all doors and windows and close all window blinds or curtains.
8. Avoid window areas.
9. When the emergency is over, signal all clear.

Earthquake

A. INSIDE SCHOOL BUILDING:

1. The teacher, or staff member in authority, will implement action, "DUCK – COVER AND HOLD." Stay inside building until the shaking stops.
2. Try to avoid glass and falling objects, areas where there are large panels of glass and/or heavy suspended light fixtures.
3. Do not use telephones.
4. Implement action, "LEAVE BUILDING" (long bell), when instructed to do so, after the earthquake is over and tremors have subsided. Special consideration should be given to exit routes as some exits have heavy roof structures over the doorways. Go to an open area away from trees, power poles, etc.
5. Avoid touching electrical wires and metal objects such as chain link fences.
6. Render first aid if necessary.
7. Take roll and report missing students to principal.
8. The principal/designee is to establish a command post, assess damage, activate search team and activate the incident command system.
9. Activate a buddy system; determine needs of neighboring schools.
10. Principal to request assistance through school district channels.
11. Notify the District Emergency Operations Center of any breaks in utility lines.
12. The superintendent/designee will determine the advisability of closing the school, based on the report of the principal.

B. IF OUTSIDE:

1. Move away from buildings, playground equipment, utility poles, signs, trees, metal fences, exposed wires and wet areas.
2. The safest place is in the open. Stay there until the earthquake is over.
3. Follow procedures 5 through 12 under "Inside School Building."

C. WALKING TO AND FROM SCHOOL:

1. The safest place is in the open. Stay there.
2. Move away from buildings, utility poles, signs, trees, metal fences and exposed wires.
3. DO NOT RUN! Do "DROP – TAKE COVER."
4. After an earthquake, if on your way TO school, continue to school.
5. After an earthquake, if on your way FROM school, continue home.

D. ON SCHOOL BUS:

1. If possible, the bus driver will pull to the side of the road away from any buildings, poles, and large trees issue command "DROP – TAKE COVER."
2. Turn off ignition and set brakes.
3. Wait until the earthquake is over.
4. If possible, contact dispatch office by radio for instructions.

E. HANDICAPPED STUDENTS:

1. Students with handicap conditions may need special assistance and instruction regarding falling debris. Additional drills may be needed to make certain the procedures are mastered.
2. Each handicapped student's needs should be assessed in relation to the possibility of a disaster and his/her preparedness.

Explosion or Risk Of Explosion

1. DUCK, COVER, AND HOLD command is to be given immediately. Do not approach windows or doors.
2. If the explosion is not in the building, students and staff are to remain at their assigned locations until directed by competent authority.
3. If necessary, move to primary/secondary evacuation locations outside the building and away from the location of the explosion.
4. Render first aid as necessary.
5. Notify authorities (911) and the Superintendent.
6. Activate the Incident Command System.
7. Teachers are to take roll and report missing students to the office.
8. If possible to fight small fires without endangering life, do so.
9. If necessary, notify utility companies of any breaks in their lines.

Fire in Surrounding Area

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Fire on School Grounds

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.

14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Flooding

- 1) Warning of an impending flood would normally be received at the endangered location by telephone from the District Office or from a civil agency (police or fire). If access to the Internet is available, the national weather service supplies current weather information, including severe weather warnings at <http://www.nwsla.noaa.gov>.
- 2) Establish a Command Post and communicate with the District Office. The predicted extent of the flood and the amount of time before it arrives will determine the course of action.
- 3) Keep students indoors until it is determined to be safe
- 4) Move students to pre-designated assembly areas if an evacuation is ordered.
- 5) Teachers are to take roll, complete Disaster Report, and report all missing students to the office.
- 6) The principal may initiate the following emergency actions:
 - Dismiss school.
 - Leave campus and move to a safe place

Loss or Failure Of Utilities

1. Notify the appropriate utility company and the District Office.
2. Determine if any power, sewer, gas or water lines are down or ruptured on or adjacent to the campus. If so, activate the Incident Command System.
3. Determine if an evacuation is necessary.
4. Use emergency lighting (flashlights) and open window shades to provide as much light as possible.
5. Should the utility failure be for an extended period, make recommendations to and coordinate activities with the District Office.

Motor Vehicle Crash

1. Call 911 to report the crash.
2. Evaluate situation start first aid where possible
3. Notify the District Office
4. Establish a command post as needed
5. Determine if any staff or students are in immediate danger. If necessary evacuate location to move away from crash.
6. Consult with District Office and Emergency personnel for further direction and coordinate activity as needed.

Psychological Trauma

Many emergencies may result in psychological trauma for students and school staff. These emergencies may include an act of violence; the death of a student or staff member; an earthquake or other natural disaster; a serious environmental problem; or ethnic and racial tensions. Emergencies may result in the following conditions:

- Temporary disruption of regular school functions and routines
- Significant interference with the ability of students and staff to focus on learning
- Physical and/or psychological injury to students and staff
- Concentrated attention from the community and news media

As a result, students and staff may exhibit a variety of psychological reactions. Once the physical safety of those involved has been ensured, attention must focus on meeting the emotional and psychological needs of students and staff.

Specific procedures relating to crisis management can be found in the Oxnard School District – School Crisis Intervention Team Manual.

Procedure

1. The School Administrator will contact the District Superintendent to establish a Crisis Intervention Team, which has primary responsibility for providing necessary assistance after all types of crises.

2. The District Superintendent will determine whether a District EOC activation is necessary to support school site Crisis Intervention Team operations.
3. The Crisis Intervention Team will assess the range of crisis intervention services needed during and following an emergency.
4. The Crisis Intervention Team will provide direct intervention services for students and staff.
5. The School Administrator, District Superintendent and Crisis Intervention Team will work together to determine when and how school functions should be restored.
6. The Crisis Intervention Team should provide ongoing assessment, if needed, as well as follow-up services, as required.

Suspected Contamination of Food or Water

The following procedure should be followed if any school staff member reports suspected contamination of food or water. This procedure applies where there is evidence of tampering with food or packaging, observation of suspicious individuals in proximity to food or water supplies, or if the school is notified of possible food/water contamination by District staff or local agencies. Indicators of contamination may include unusual odor, color, or taste, and/or multiple persons with unexplained nausea, vomiting, or other illnesses.

Procedure:

1. Upon indication of suspected contamination, the School Administrator will work with appropriate school staff to isolate the suspected food/water. Access should be restricted to the contaminated area to prevent consumption of food/water.
2. The School Administrator should call 9-1-1, District Superintendent, Child Nutrition Services and Ventura County Public Health .
3. District Superintendent will determine whether a District EOC activation is necessary to support school site operations.
4. School medical personnel should assess the need for medical attention and provide first aid, as appropriate.
5. The School Administrator and school staff will make a list of all potentially affected students and staff along with their symptoms, the food/water suspected to be contaminated, and the quantity and description of products consumed. The list should be provided to responding authorities.
6. The School Administrator should work with local authorities and District Superintendent to determine necessary follow-up actions, including the need to notify other potentially affected schools in the District.
7. The School Administrator and District Superintendent will work with Ventura County Public Health to determine when normal school operations can resume.
8. The School Administrator will ensure that parents are notified of the incident, as appropriate.

Unlawful Demonstration or Walkout

The administrator will contact the District Superintendent for direction.

Emergency Evacuation Map

Evacuation Map

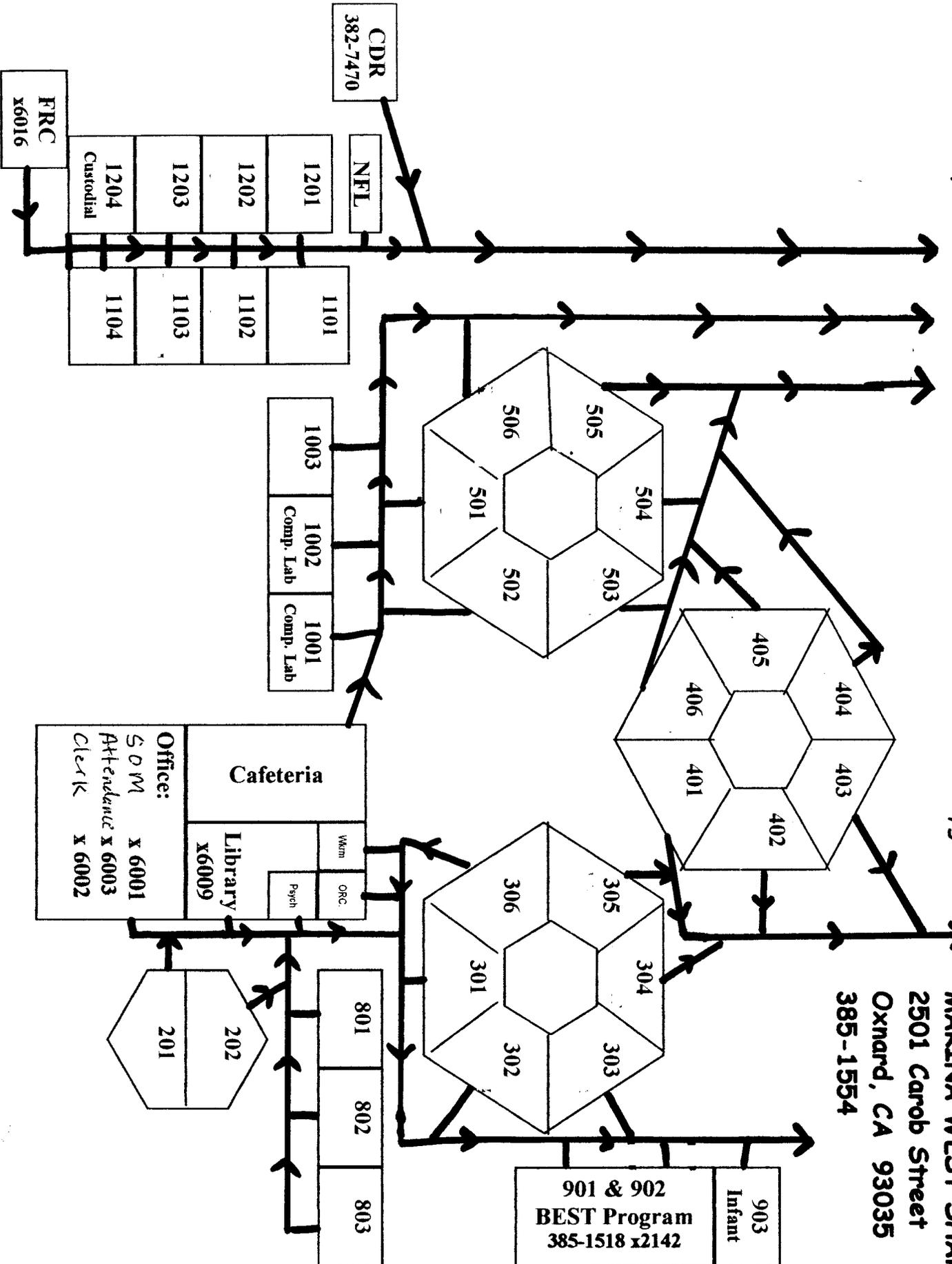
West Playground

East Playground

MARINA WEST SHARKS
2501 Carob Street
Oxnard, CA 93035
385-1554

McLoughlin Avenue

Carob Street



Comprehensive School Safety Plan SB 187 Compliance Document

**2013-2014
School Year**

School: Thurgood Marshall Elementary School
CDS Code: 5672380100362
District: Oxnard School District
Address: 2900 Thurgood Marshall Drive
 Oxnard, CA 93036
Date of Adoption: May 7, 2014

Approved by:

Name	Title	Signature	Date
Marlene Breitenbach	Principal	<i>Marlene Breitenbach</i>	2/25/15
<i>M/Sloan</i> Michael Sloan	Chair of School Site Council	<i>Michael Sloan</i>	3/5/15
Kevin Thompson	Oxnard PD SRO	<i>Kevin Thompson</i>	3-2-15
Susie Canales	K Teacher, School Safety Committee	<i>Susie Canales</i>	2-26-15

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Senate Bill 187: Comprehensive School Safety Plan Purpose

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 AB 115. 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 of the Comprehensive School Safety Plan is available for review at Thurgood Marshall Elementary School's office.

Safety Plan Vision

At Marshall 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.

At Thurgood Marshall Elementary School, 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 Elementary School Safety Committee

Marlene Breitenbach Principal; KerryAnne Varela, Counselor ; Melissa Rotunno, Teacher; Cherie Calles, Teacher.; Edgar Fraire-Miranda, ORC

Assessment of School Safety

The Safety Committee reviewed and discussed procedures to be followed with our students in a disaster. Permanent grade level signs have been placed on the playground fence . This allows our students to know exactly where to meet their class even if they are somewhere else on campus during an evacuation of the school. Regular monthly drills prepare our staff and students to follow emergency routines. The district provided Marshall with a large bin where we have placed all our emergency supplies. Our bins are labeled first aide and search and rescue, both ready to be used in a disaster. Each classroom has an emergency backpack that has supplies for them to have in case of emergencies. Backpacks are inventoried to ensure that each classroom has the correct materials.

Campus Assistants are on campus from 7:45 to 3:00 to supervise Marshall students. All parents that are on campus must have a visitor pass to identify all persons on campus.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

Marshall has monthly emergency drills including fire, evacuation and lockdown drills.

Staff are strategically assigned to Incident Command Team Responsibilities.

Staff are trained in the components of the School Safety Plan.

Components of the School Safety Plan is shared with parents at parent meetings and the entire plan is posted on the school website.

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

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 make a child abuse report and notify the principal. Information is noted (name of person making report, name of child, present location of child, nature and extent of injury, and all other pertinent information.) Then the employee calls to report the information to Children and Family Services (654-3200) or the local Police Department (Oxnard 385-7600, Sheriff's Dept. 654-2311). The employee will then complete and mail the required written report to the local Children and Family services agency. The principal receives a copy of the child abuse report.

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.

Oxnard School District CHILD ABUSE REPORTING PROCEDURES ADVISORY

If in doubt, file! (Call Children and Family Services or the Police Department)

Call Children and Family Services immediately to verbally report.

Forward completed Child Abuse Report form within 36 hours.

Do not pass on the responsibility to report. However, you can/should consult with your supervisor.

The person who first became aware of suspected child abuse is the one who has the responsibility to file the Child Abuse Report.

Reasonable suspicion of child abuse creates a duty to report.

Employees do not investigate. Children and Family Services will do the investigation.

School staff is not liable for defamation done in the course and scope of employment.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

Disaster Plan (See Appendix C-F)

GENERAL: The 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.

A. Mass panic can be one of the greatest dangers to students. Staff members should remember that in times of stress, students will look for leadership to those who are normally in an authoritative position. REMAIN CALM, size up the situation and take action based on known facts and plans.

B. 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.

C. A well-prepared and tested plan for prompt and positive protection minimizes injuries and loss of life in a major disaster.

D. 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.

E. 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.

F. Emergency Announcements will be provided on the following radio stations.

AM Radio Stations:

Ventura: KVTM 1520

Los Angeles: KNX 1070

Spanish: KTRO 1520

fM Radio Stations:

Ventura: KHAY 100.7

Los Angeles: KBIG 104.3

Oxnard: KCAQ105

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.

(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.
 - k) Disrupted school activities or otherwise willfully defied the valid authority
 - 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.
 - 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

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

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: (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.

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.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Whenever a student is identified as violent or dangerous per E.C. 49079 the teacher will be informed by the principal. The teacher shall keep this information in confidence and must not further disseminate it. However, if the teacher believes that the student is improperly placed (or is an immediate danger) these opinions (and related observations) should be shared with the principal immediately. The Student Study Team, and/or District SARB should be used for referral or added support in such cases. The district office also has a responsibility to insure that all appropriate actions are taken to identify, notify and support necessary interventions with regard to violent or dangerous pupils.

NOTICE OF SCHOOL DISRUPTION

Directive to Leave School Grounds Now

Your behavior constitutes an unlawful disruption at school in violation of Penal Code §§ 71, 601 and 626.8, Education Code §§ 44810 and 44811, and/or Code of Civil Procedure § 527.8.

YOU ARE DIRECTED TO LEAVE SCHOOL PROPERTY IMMEDIATELY!

The school district has procedures for resolving complaints and disputes which you may take advantage of if you wish. Please call (805) 487-3918 for further information. People at the Oxnard District Office will assist in situations such as this

(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 WHO?, Assistant Superintendent (805) 487-3918. 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, Pupil Support Services, 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)

Standard of Dress for Students

Primary responsibility for student grooming lies with the student and his or her parents, working closely with school administration and staff. The purpose of the dress standard shall be to ensure a safe and secure environment in which to offer a quality education.

- All clothing shall be neat, clean, and acceptable appearance and shall be worn within the bounds of decency as appropriate for school.
- Attire that expresses racial, ethnic, sexual, or religious disrespect must not be worn at 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, 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 be worn by all students every day.

- Hats, caps, hoods, and sun visors may be worn outside for protection from the sun.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

Marshall continues to assess our needs in regard to Safe Ingress and Egress. We have added traffic control signs on the major crosswalks in the front of our school. Bushes were removed from parking area to create better visibility for 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 close 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. All parents on the playground in the morning have a yearly pass on a lanyard around their neck so they may enter the back gate. We have a campus assistant on the playground in the morning to make sure that all adults have identification or a visitor's pass on them.

We also check ID's when individuals come to the main office to pick up their student early from school. We match the ID's to the information provided on the emergency cards.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

School's Social (Climate) Environment

Element:

Positive Behavior Support (PBIS)

Opportunity for Improvement:

Work together to develop school wide understanding of Tier 1, Tier 2 and Tier 2 in terms of student behaviors

Objectives	Action Steps	Resources	Lead Person	Evaluation
Develop and implement a comprehensive Schoolwide Positive Behavior Support Plan	<ol style="list-style-type: none"> 1. Send Leadership Team to VCOE Rtl Training 2. Staff Training in Rtl 3. Survey on implementation of Rti at Marshall 4. Student Behavior Committee work to adapt a school wide plan for shared student behavior guidelines. 	<p>CHAMPS In house tools for referrals and follow up Office support Past practices in "3 Be" guidelines</p>	<p>Marlene Breitenbach, Principal Edgar Frairie - Outreach Specialist KerryAnn Magner-Varela, Counselor</p>	<p>Office Reports Teacher Reports Monday Meetings Student Behavior Committee Leadership Team</p>
Train Playground Supervisors and After School staff in Schoolwide Positive Support System.	Hold Bi-Monthly Meetings with Campus Assistants	<p>Discussion and videos which show best practices in yard duty supervision Use of "Safe and Civil Schools" by Randy Sprick</p>	<p>Marlene Breitenbach Principal KerryAnn Magner-Varela, Counselor, Edgar Fraire, ORC</p>	<p>Discusion in meetings; monitoring by Principal</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 Duty descriptions for each assignment</p>	<p>Marlene Breitenbach, Principal Safety Committee</p>	<p>Staff feedback after each drill Staff and Safety Committee evaluation</p>
Disseminate safe school plan to all stakeholders	<p>Parent meetings to discuss school safety plan and schoolwide positive behavior Post School Safety Plan on web Train staff in duties and procedures</p>	School Safety Plan	<p>Marlene Breitenbach, Principal</p>	<p>Discussion, surveys</p>

Component:

School's Physical Environment

Element:

Safe Campus

Opportunity for Improvement:

Objectives	Action Steps	Resources	Lead Person	Evaluation
Ensure the facility is free from hazards. Ensure that facility is safe for occupants and for appropriate use.	1. Conduct monthly walk throughs for facility conditions. 2. Submit and monitor facility work orders.	Checklists Work orders	Marlene Breitenbach, Principal Matt DeSantiago, Lead Custodian	Walk through reports Completion of Work Orders
Include stakeholders in development of School Safety Plan	Develop and present plan with Safety Committee Report to School Site Council and receive their input Receive approval from Safety Committee Receive approval from School Site Council Share plan with other advisory and parent groups such as ELAC and PTA	Summary of plan Description of actions and procedures in an emergency	Marlene Breitenbach, Principal	Input from Discussions Input from Safety Committee Approval from School Site Council
Share plan development with stakeholders	Share with Safety Committee Share with Staff and parent groups Monitor and adjust plan, following suggestions of stakeholders	School Safety Plan	Marlene Breitenbach, Principal	Surveys Agendas
Share approved Safety Plan	School website Digital copies to all staff Specific disaster preparedness information to all staff in printed form	School Safety Plan	Marlene Breitenbach, Principal	Informal and formal Surveys Agendas

Component:

Disaster Preparedness

Element:

Opportunity for Improvement:

Objectives	Action Steps	Resources	Lead Person	Evaluation
Student will know how to respond in case of an emergency	<ol style="list-style-type: none"> 1. Hold monthly meetings to develop plan 2. Conduct school wide trainings on the plan. 3. Reduce the amount of office referrals for students not following school rules. 		Marlene Breitenbach Principal,	
Communicate Safety Plans to community	Disseminate safe school plan to all stakeholders via parent meetings		Marlene Breitenbach, Principal	Agendas

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Thurgood Marshall 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.

GOALS

We want our students to develop a sense of values and to follow three themes from Positive BEST Behavior:

- Be Safe
- Be Respectful
- Be Responsible

Building upon these positive guidelines, our staff is working together to develop common language and guidelines that can be used schoolwide.

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 and Teachers are considering the CHAMPS program.

Staff is receiving training in RtI and how this applies to student behavior.

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 with all students
- Promote overall school safety and security for each student
- Demonstrate our agreement and commitment to developing personal responsibility
- Provide opportunities for students and parents to participate with school faculty, staff and administration in ensuring a positive, supportive and safe instructional climate

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 each and every student.

Expectations of Students:

Attend school 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.

Expectation for Teachers:

Provide differentiated learning experiences appropriate for each student.
Following RtI guidelines, consistently maintain classroom rules, Internet safety, and district rules and policies.
Communicate on a regular basis with parents concerning their child's progress.
Be available to parents to conference as needed.
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 student behavior plan.
Consistently monitor classroom, school, and district rules and policies.
Counsel with students and parents regarding disciplinary issues.
Provide professional development in management of student behaviors.
Provide leadership that will establish, encourage and promote teaching and effective learning.
Monitor effectiveness of school wide student behavior plan.

Basic 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.

Students may receive suspension or even expulsion for the following reasons:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
 - (3) Willfully used force or violence upon the person of another, except in self-defense.
 - r) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
 - s) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
 - t) 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.
 - u) Committed or attempted to commit robbery or extortion.
 - v) Caused or attempted to cause damage to school property or private property.
 - w) Stole or attempted to steal school property or private property.
 - x) Possessed or used tobacco, or tobacco products.
 - y) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - z) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - aa) Disrupted school activities or otherwise willfully defied the valid authority
 - bb) Knowingly received stolen school property or private property.
 - cc) Possessed an imitation firearm.
 - dd) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - ee) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - ff) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - gg) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - 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.
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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.

Consequences

After rules are taught, student may be counseled by their teacher for a first and second infraction. Parents may be notified in writing and/or telephone call for repeated infractions by the student's teacher. 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 principal. Serious infractions may result in immediate suspension and could lead to expulsion.

Positive Reinforcements

Regular positive incentives will be given to students by Campus Assistants

Awards assemblies will recognize students for positive behavior

Student Behavior Committee, Leadership Team and Staff will consider how more positive incentives could promote school wide awareness of responsibility and collegiality.

Conduct Code Procedures

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

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.

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Provide a framework of expectations, rewards and consequences so we can be consistent and fair in disciplining students.

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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.

A Pledge for Success/ A Promise I Make to Myself

I will listen to what others have to say.
When I wait my turn to speak, I can hear what everyone has to say.

I will try my best.
Even when I make mistakes, I learn from them. The most important thing is to keep trying.

I will treat others the way I would like to be treated.
Pushing, fighting, bullying, name-calling, and treating others badly hurts them and hurts me.

I will respect the diversity of all people.
Whether we are the same or different on the outside, it's the person we are on the inside that counts.

I will remember that I have people who care about me in my family, school, and community.
Families, like schools and communities can be many sizes and made up of all kinds of people.

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.

Students May Be Disciplined for the Following Reasons:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
 - (3) Willfully used force or violence upon the person of another, except in self-defense.
 - r) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
 - s) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
 - t) 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.
 - u) Committed or attempted to commit robbery or extortion.
 - v) Caused or attempted to cause damage to school property or private property.
 - w) Stole or attempted to steal school property or private property.
 - x) Possessed or used tobacco, or tobacco products.
 - y) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - z) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - aa) Disrupted school activities or otherwise willfully defied the valid authority
 - bb) Knowingly received stolen school property or private property.
 - cc) Possessed an imitation firearm.
 - dd) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - ee) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - ff) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - gg) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - 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.

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 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.

(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 so as 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 on the basis of 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

August review Behavior and Disaster plans with staff and safety committee and staff at scheduled meeting. In February, we reviewed plan with Leadership Team, Safety Committee, and School Site Council. Update plan by March of each year.

Safety Plan Appendices

Emergency Contact Numbers

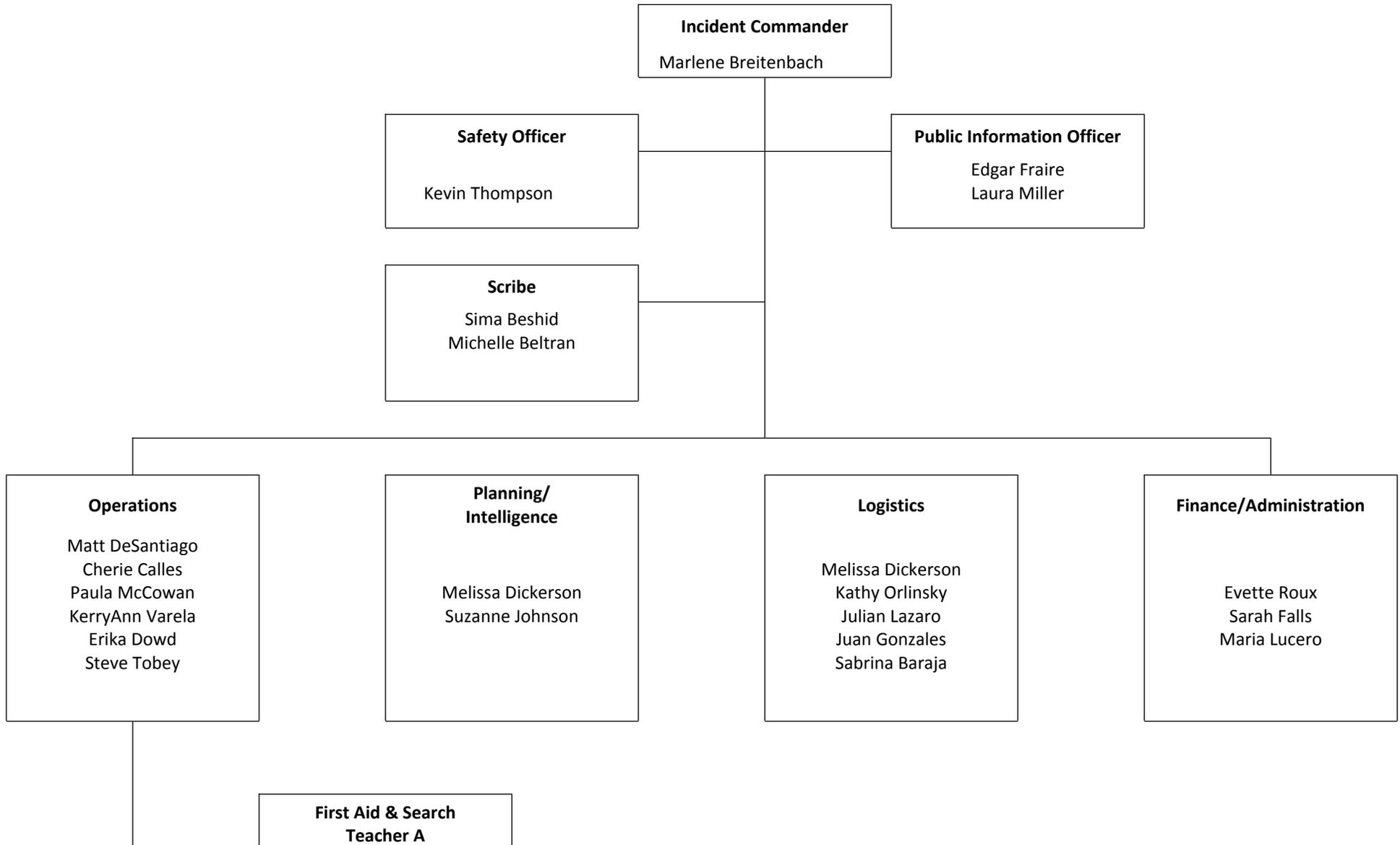
Utilities, Responders and Communication Resources

Type	Vendor	Number	Comments
Law Enforcement/Fire/Paramedic	Ventura County Sheriff's Department	911	
Law Enforcement/Fire/Paramedic	Police Department	911 from a land line; 486-1663 from cell phone	
Law Enforcement/Fire/Paramedic	Fire/Paramedic Emergency	911	
Law Enforcement/Fire/Paramedic	Ventura County Children & Family Services	654-3200	Human Resources Department
Public Utilities	Southern California Edison	1-800-655-4555 - 0	
Public Utilities	Southern California Gas	1(800) 427-2200 - 1	
Public Utilities	Telephone Repair	611	
Local Hospitals	St. Johns Hospital	988-2500	
Local Hospitals	Ventura County Medical Center	652-6000	
Local Hospitals	Community Memorial Hospital	652-5011	

Safety Plan Review, Evaluation and Amendment Procedures

Activity Description (i.e. review steps, meetings conducted, approvals, etc)	Date and Time	Attached Document (description and location)
August review Behavior and Disaster plan with staff. Review plan with safety committee each year. In February, review plan with Leadership Team, Safety Committee, and School Site Council. Update plan by March of each year.		
Share plan with Leadership Committee		
Review plan with Safety Committee		
Present Plan to School Site Council	Feb. 25, 2015	

Thurgood Marshall Elementary School Incident Command System



Tony Barajas
Martha Barrett
Susie Canales
Joel Doswell
Maria Cervantes

**Student Release &
Accountability
TeacherB**

Gracie Cervantes
Carol Tirado
Carol Ultreras
Krista Antu

Incident Command Team Responsibilities

Standardized Emergency Response Management System Overview

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:

Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency

It is important to note that school administrators are responsible for the health and safety of students and staff during an emergency. Although the following procedures refer to specific actions, school administrators must exercise discretion in implementing standardized procedures and should consider modifications as necessary to ensure the health and safety of all personnel during an emergency. These might include: Earthquake, Hazardous materials, Flooding, Fire, Dam Failure, Transportation Incident (Air, Train, Truck), School Violence, Terrorism, Tsunami, and Public Health Emergency.

Step Two: Identify the Level of Emergency

OSD emergency response and recovery operations will be managed in one of three modes, depending on the magnitude of the emergency/disaster.

Level 1 is a minor incident that is quickly resolved and internal resources or limited help. The District will maintain normal staffing and reporting protocols. At this operational level, the environment is monitored for changes.

Level 2 is a more significant emergency that impacts district buildings and or school sites. For level 2 the Emergency Operations Plan is activated. The EOC will be activated but only those functions that are needed to coordinate and support emergency operations will be activated. The EOC Director will determine the magnitude of the emergency and coordinate its resolution or, if the emergency continues to develop, a Level 3 response will be activated. Other key staff may be alerted, depending on the nature of the emergency.

Level 3 is a disaster that involves the entire District, school sites and the surrounding community. At Level 3, the EOP is activated, and the entire District Emergency management organization is activated.

Step Three: Determine the Immediate Response Action

The staff and students response to any emergency/disaster is based on an understanding of the nature of the emergency/disaster, the potential hazards, the likely response services and knowledge of what individuals and groups should do to increase their chances of survival and recovery.

Immediate action responses may include: Drop cover and hold, Shelter in place, Lock down, Campus Evacuation, Off Campus Evacuation, and/or All Clear.

Step Four: Communicate the Appropriate Response Action

Based on the Emergency, we would activate members of the Emergency Incident Command System.

Pending level of Emergency communication locally is reported to parents by the Connect Ed telephone system. Significant Emergencies are then reported by the District. OSD reports and notifications are to be made to the Ventura County Operational Area via the City of Oxnard and those directives that are currently in place through the SIMS and NIMS plan.

Types of Emergencies & Specific Procedures

Aircraft Crash

1. Call 911 to report the crash. Designate whether private or commercial.
2. Notify the District Office.
3. Establish a Command Post and activate the Incident Command System.
4. Determine if any staff or students are in immediate danger. If necessary, evacuate to a safe area. All others are to remain at their assigned locations.
5. Render first aid as necessary.
6. Take roll and report results to the principal.
7. Assist emergency responders and coordinate activities accordingly.
8. Once civil/military responders have taken charge of the accident area, coordinate the release of students (if necessary) with the District Office.

Animal Disturbance

The children, staff and community members will be moved to a safe area when an animal is present, near, or on campus. If possible, the campus custodian may assist in securing the animal from harm itself or others. The animal may be confined to a secured area until it is removed from the campus by animal control.

Armed Assault on Campus

1. Call 911
2. Institute Lockdown - Priority 1 procedures
3. Remain on Lockdown until "All Clear" is instituted by police.

Biological or Chemical Release

1. If you are notified of potentially hazardous release or accident, notify the Superintendent immediately.
2. Render first aid as necessary.
3. Establish a Command Post and implement the Incident Command System.
4. The decision to evacuate the site will be made by the Superintendent based on the recommendations of the principal and/or by competent civil authority.
5. If an evacuation order is imminent, move students and staff to a designated evacuation/shelter area. If evacuation is not imminent, students and staff should remain in classrooms or in assigned areas.
6. Until ordered to evacuate, assume that a "shelter-in-place strategy" will be employed and do the following:
 - 1) Direct all students and staff to remain indoors.
 - 2) Direct all heating and ventilation systems to be shut down.
 - 3) Direct that all windows be closed.

Bomb Threat/ Threat Of violence

1. The receiving person should attempt to keep the caller on the line and complete the form entitled "Bomb Threat Report" (see form following).
2. Contact the police and the District Office.
3. Establish a command post.
4. If appropriate, send staff a written message to search own classroom (see sample emergency message following).
5. If deemed necessary, evacuate. Determine if you will evacuate prior to conducting a search.
6. DO NOT use radios or cellular telephones.
7. An organized search of the campus should be conducted under the direction of the principal or law enforcement agencies.
8. Activate the Incident Command System; Hazard Control Unit.
9. In the event that a suspicious object is located, all personnel should be kept clear of the area until law enforcement agencies have evaluated the conditions.
10. Return to your normal routine only when the principal and the law enforcement agencies are confident that any threat has passed.

Bus Disaster

The following procedures are for use by bus drivers and appropriate school administrators in the event of an earthquake, serious bus accident, or other emergency that occurs while students are on a field trip or being transported to or from school.

This section addresses two possible scenarios involving a bus disaster: (1) an earthquake and (2) a serious accident or bus fire. It is important to note that drivers may need to make spontaneous, independent decisions based on the nature of the emergency, age of the children, location of the bus, and other unique circumstances to ensure children's safety.

Procedure

Scenario 1 – Earthquake

1. Upon first indication of an earthquake, the bus driver should issue Drop, Cover, and Hold procedures to all students on the bus.
2. The bus should be moved away from all power lines, bridges, overpasses, possible landslide conditions, overhanging trees, or other dangerous situations.
3. The bus driver should set the emergency brake, turn off the ignition, and wait for the shaking to stop.
4. The bus driver should check students for any injuries and provide first aid, as appropriate.
5. In the event the bus is disabled, the driver and students should stay in place until help arrives.
6. The bus driver should contact the School Administrator and the District Transportation Director to report the location and condition of students on the bus.
7. The School Administrator will determine what additional appropriate notifications should be made and will brief the District Superintendent on the situation.
8. If the bus driver is instructed to resume the bus route, the driver should continue to pick students up. Students should only be dropped off if a responsible adult is at the bus stop.
9. If it is impossible to return to school, the bus driver should contact the School Administrator and remain with the children until further instructions are received.
10. The bus driver is responsible for all students who board the bus throughout the emergency.

Scenario 2 – Serious Accident or Bus Fire

1. The bus driver will park the bus in a safe location with the emergency brake set and the ignition off.
2. In the event of a fire, students and the driver should evacuate the bus immediately and move to a safe location away from the bus and traffic using available barricades (e.g., trees, cars) when available.
3. The bus driver will immediately call 9-1-1 and provide the exact location of the bus and wait for the arrival of emergency response personnel.
4. The bus driver should check students for injuries and provide appropriate first aid.
5. The bus driver should call the School Administrator and the District Transportation Director (refer to the Essential Contacts in the Appendices of this Plan) to report the location and condition of students.
6. The School Administrator will determine what additional appropriate notifications should be made and will and the District Superintendent on the situation.

7. The bus driver is responsible for accounting for all students throughout the emergency.

Disorderly Conduct

1. Consult with the Police Department and the District to coordinate appropriate protection.
2. Establish a Command Post and an Incident Command System. Notify the Superintendent (805) 385-1501.
3. Inform teachers and staff of the emergency situation. If necessary, signal a "Lockdown".
4. Do not release staff or students without authorization.
5. Screen all persons entering campus. A government issued picture ID (IE: drivers license) will be required.
6. All students and staff are to remain in their respective classrooms and work areas.
7. Lock all doors and windows and close all window blinds or curtains.
8. Avoid window areas.
9. When the emergency is over, signal all clear.

Earthquake

A. INSIDE SCHOOL BUILDING:

1. The teacher, or staff member in authority, will implement action, "DUCK – COVER AND HOLD." Stay inside building until the shaking stops.
2. Try to avoid glass and falling objects, areas where there are large panels of glass and/or heavy suspended light fixtures.
3. Do not use telephones.
4. Implement action, "LEAVE BUILDING", when instructed to do so, after the earthquake is over and tremors have subsided. Special consideration should be given to exit routes as some exits have heavy roof structures over the doorways. Go to an open area away from trees, power poles, etc.
5. Avoid touching electrical wires and metal objects such as chain link fences.
6. Render first aid if necessary.
7. Take roll and report missing students to principal.
8. The principal/designee is to establish a command post, assess damage, activate search team and activate the incident command system.
9. Activate a buddy system; determine needs of neighboring schools.
10. Principal to request assistance through school district channels.
11. Notify the District Emergency Operations Center of any breaks in utility lines.
12. The superintendent/designee will determine the advisability of closing the school, based on the report of the principal.

B. IF OUTSIDE:

1. Move away from buildings, playground equipment, utility poles, signs, trees, metal fences, exposed wires and wet areas.
2. The safest place is in the open. Stay there until the earthquake is over.
3. Follow procedures 5 through 12 under "Inside School Building."

C. WALKING TO AND FROM SCHOOL:

1. The safest place is in the open. Stay there.
2. Move away from buildings, utility poles, signs, trees, metal fences and exposed wires.
3. DO NOT RUN! Do "DROP – TAKE COVER."
4. After an earthquake, if on your way TO school, continue to school.
5. After an earthquake, if on your way FROM school, continue home.

D. ON SCHOOL BUS:

1. If possible, the bus driver will pull to the side of the road away from any buildings, poles, and large trees issue command "DROP – TAKE COVER."
2. Turn off ignition and set brakes.
3. Wait until the earthquake is over.
4. If possible, contact dispatch office by radio for instructions.

E. HANDICAPPED STUDENTS:

1. Students with handicap conditions may need special assistance and instruction regarding falling debris. Additional drills may be needed to make certain the procedures are mastered.
2. Each handicapped student's needs should be assessed in relation to the possibility of a disaster and his/her preparedness.

Explosion or Risk Of Explosion

1. DUCK, COVER, AND HOLD command is to be given immediately. Do not approach windows or doors.
2. If the explosion is not in the building, students and staff are to remain at their assigned locations until directed by competent authority.
3. When clear to evaluate/evacuate.
4. If necessary, move to safe assembly areas outside the building and away from the location of the explosion.
5. Render first aid as necessary.
6. Notify authorities (911) and the Superintendent.
7. Activate the Incident Command System.
8. Teachers are to take roll and report missing students to the office.
9. If possible to fight small fires without endangering life, do so.
10. If necessary, notify utility companies of any breaks in their lines.

Fire in Surrounding Area

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Fire on School Grounds

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.

13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Flooding

- 1) Warning of an impending flood would normally be received at the endangered location by telephone from the District Office or from a civil agency (police or fire). If access to the Internet is available, the national weather service supplies current weather information, including severe weather warnings at <http://www.nwsia.noaa.gov>.
- 2) Establish a Command Post and communicate with the District Office. The predicted extent of the flood and the amount of time before it arrives will determine the course of action.
- 3) Keep students indoors until it is determined to be safe
- 4) Move students to pre-designated assembly areas if an evacuation is ordered.
- 5) Teachers are to take roll, complete Disaster Report, and report all missing students to the office.
- 6) The principal may initiate the following emergency actions:
 - Dismiss school.
 - Leave campus and move to a safe place

Loss or Failure Of Utilities

1. Notify the appropriate utility company and the District Office.
2. Determine if any power, sewer, gas or water lines are down or ruptured on or adjacent to the campus. If so, activate the Incident Command System.
3. Determine if an evacuation is necessary.
4. Use emergency lighting (flashlights) and open window shades to provide as much light as possible.
5. Should the utility failure be for an extended period, make recommendations to and coordinate activities with the District Office.

Motor Vehicle Crash

1. Call 911 to report the crash.
2. Evaluate situation start first aid where possible
3. Notify the District Office
4. Establish a command post as needed
5. Determine if any staff or students are in immediate danger. If necessary evacuate location to move away from crash.
6. Consult with District Office and Emergency personnel for further direction and coordinate activity as needed.

Psychological Trauma

Many emergencies may result in psychological trauma for students and school staff. These emergencies may include an act of violence; the death of a student or staff member; an earthquake or other natural disaster; a serious environmental problem; or ethnic and racial tensions. Emergencies may result in the following conditions:

- Temporary disruption of regular school functions and routines
- Significant interference with the ability of students and staff to focus on learning
- Physical and/or psychological injury to students and staff
- Concentrated attention from the community and news media

As a result, students and staff may exhibit a variety of psychological reactions. Once the physical safety of those involved has been ensured, attention must focus on meeting the emotional and psychological needs of students and staff.

Specific procedures relating to crisis management can be found in the Oxnard School District – School Crisis Intervention Team Manual.

Procedure

1. The School Administrator will contact the District Superintendent to establish a Crisis Intervention Team, which has primary responsibility for providing necessary assistance after all types of crises.

2. The District Superintendent will determine whether a District EOC activation is necessary to support school site Crisis Intervention Team operations.
3. The Crisis Intervention Team will assess the range of crisis intervention services needed during and following an emergency.
4. The Crisis Intervention Team will provide direct intervention services for students and staff.
5. The School Administrator, District Superintendent and Crisis Intervention Team will work together to determine when and how school functions should be restored.
6. The Crisis Intervention Team should provide ongoing assessment, if needed, as well as follow-up services, as required.

Suspected Contamination of Food or Water

The following procedure should be followed if any school staff member reports suspected contamination of food or water. This procedure applies where there is evidence of tampering with food or packaging, observation of suspicious individuals in proximity to food or water supplies, or if the school is notified of possible food/water contamination by District staff or local agencies. Indicators of contamination may include unusual odor, color, or taste, and/or multiple persons with unexplained nausea, vomiting, or other illnesses.

Procedure

1. Upon indication of suspected contamination, the School Administrator will work with appropriate school staff to isolate the suspected food/water. Access should be restricted to the contaminated area to prevent consumption of food/water.
2. The School Administrator should call 9-1-1, District Superintendent, Child Nutrition Services and Ventura County Public Health .
3. District Superintendent will determine whether a District EOC activation is necessary to support school site operations.
4. School medical personnel should assess the need for medical attention and provide first aid, as appropriate.
5. The School Administrator and school staff will make a list of all potentially affected students and staff along with their symptoms, the food/water suspected to be contaminated, and the quantity and description of products consumed. The list should be provided to responding authorities.
6. The School Administrator should work with local authorities and District Superintendent to determine necessary follow-up actions, including the need to notify other potentially affected schools in the District.
7. The School Administrator and District Superintendent will work with Ventura County Public Health to determine when normal school operations can resume.
8. The School Administrator will ensure that parents are notified of the incident, as appropriate.

Unlawful Demonstration or Walkout

The administrator will contact the District Superintendent for direction.

Emergency Evacuation Map



Thurgood Marshall Rules and Behavioral Expectations

	Be Safe	Be Respectful	Be Responsible
Cafeteria	<ul style="list-style-type: none"> • Walk at all times • Keep all food to yourself • Sit with feet on the floor, bottom on the bench, and facing the table 	<ul style="list-style-type: none"> • Use inside voices • Sit with your class • Use appropriate language 	<ul style="list-style-type: none"> • Wait in line patiently • Stay seated with tray and trash until you are dismissed • Clean up your area • Raise hand and wait to be excused
Playground	<ul style="list-style-type: none"> • Walk to and from the playground • Stay within boundaries • Play games by following the rules • Wait to go on the equipment until an adult is present 	<ul style="list-style-type: none"> • Play fairly and take turns • Follow adult directions • Use polite language with peers and adults • Line up straight • Use appropriate language 	<ul style="list-style-type: none"> • Get permission before leaving the area • Put away equipment • Follow directions given by adults
Hallways	<ul style="list-style-type: none"> • Walk facing forward in a single file line • Allow others to pass • Be aware of others coming around the corners or through doors 	<ul style="list-style-type: none"> • Keep hands off the bulletin boards • Smile and wave as you pass • Use quiet voices • Slow down to allow adults to pass your line or you • Use appropriate language 	<ul style="list-style-type: none"> • Stay on the walkways • Have a pass or adult to enter hallways during recess or lunch
Restrooms	<ul style="list-style-type: none"> • Only use restroom for appropriate needs • Wash hands • Keep feet on the floor • Put paper towels in garbage cans • Do no play in the water! 	<ul style="list-style-type: none"> • Give people privacy • Use quiet voices • Make sure the stall is empty before entering • Use appropriate language 	<ul style="list-style-type: none"> • Flush toilet after use • Wait for a friend outside • Return to class or playground promptly

Before and After School	<ul style="list-style-type: none">• Do not be on campus before 7:45 a.m.• Leave the campus by 3 p.m.• Do not play with P.E. equipment in front of school	<ul style="list-style-type: none">• Use appropriate language• Listen to adults and treat them respectfully	<ul style="list-style-type: none">• Come to school ready to learn• Put iPads in backpack at 8 a.m.• Follow digital citizenship –leave appropriate digital footprints
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Comprehensive School Safety Plan SB 187 Compliance Document

**2014-2015
School Year**

School: Christa McAuliffe, The STEAM Education School
CDS Code: 5672380100362
District: Oxnard School District
Address: 3300 Via Marina Avenue,
Oxnard, CA 93035
Date of Adoption: May 7, 2014

Approved by:

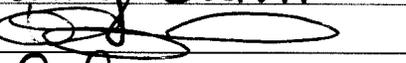
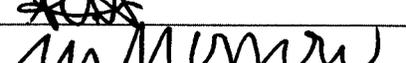
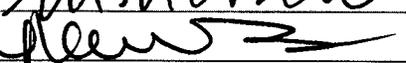
Name	Title	Signature	Date
Andres Duran Ed.D.	School Principal		3-7-15
Gayle Robinson	5th Grade Teacher		3-6-15
Amanda Rodriguez	1st Grade Teacher		3-6-15
Amy Dahm	Office Manager		3/5/15
Kimberly Lopez	Instructional Coach		3/5/15
Amanda Lewis	2/3 Grade Teacher		3/6/15
Adriana Herrera	Outreach Consultant		3/5/15
Melanie Morrow	SSC Co-Chair		3/5/15
Nancy Diaz	SSC Co-Chair		3/6/15
Officer Glenston Thompson	School Resource Officer		

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Senate Bill 187: Comprehensive School Safety Plan Purpose

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 AB 115. 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 of the Comprehensive School Safety Plan is available for review at Christa McAuliffe, The STEAM Education School's office.

Safety Plan Vision

At Christa McAuliffe Elementary School 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.

Components of the Comprehensive School Safety Plan (EC 32281)

Christa McAuliffe, The STEAM Education School Safety Committee

The Safety Committee is comprised of Dr. Andres Duran-School Principal, Kimberly López-Instructional Coach, Melanie Morrow-Teacher, Amy Dahm Office Manager, Adrianna Herrera-Outreach Consultant

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 and to 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 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 the district office.

In addition, the principal organizes lock-down drills with the Oxnard Police Department and fire 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.

After reviewing current policies in place at McAuliffe School the following areas need to be addressed: Behavioral Expectations, Discipline and Consequences, and Internal Security Procedures.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

All employees are trained on an emergency operation plan system, and regular emergency drills are conducted to practice safety procedures.

We have implemented CHAMPS in all common areas.

The school employs a school psychologist and a full-time school-based counselor to address the social emotional needs of students at school. In addition, the school has a full-time Outreach Specialist to support families within the community.

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 Safety Committee meets regularly to review all safety and security procedures and make any necessary recommendations and changes. The Lead Custodian always monitors the school for safety issues.

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. Once the input has been obtained, a system of communication goes into effect to make sure all stakeholders are made aware of the changes.

In order to ensure that students engage in safe behavior, the school has implemented

- -CHAMPS, a positive behavior modification school wide program.

or

- -A Positive Behavior Support model to promote positive behavior school-wide.

We have increased the safety of the school by making our school a Closed Campus. All students are dropped off at the main entrance in the morning. All visitors are required to check-in and out at the front office, signing in and obtaining a visitor's badge. Security has also been increased by adding additional playground supervisors. No one can pick up or check out a child from the office without a photo id and his/her name on the student's emergency card.

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

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 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.

OSD CHILD ABUSE REPORTING PROCEDURES ADVISORY

If in doubt, file! (Call Children and Family Services or the Police Department)

Call Children and Family Services immediately to verbally report.

Forward completed Child Abuse Report form to Child and Family Services within 36 hours.

Do not pass on the responsibility to report. However, you can/should consult with your supervisor.

If you have a reasonable suspicion, you then have a duty to check (reasonable suspicion creates a duty.)

The burden of proof is not with you. Children and Family Services will do the investigation.

School staff is not liable for defamation if done in the course and scope of your employment.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

Disaster Plan (See Appendix C-F)

GENERAL: The 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.

A. Mass panic can be one of the greatest dangers to students. Staff members should remember that in times of stress, students will look for leadership to those who are normally in an authoritative position. REMAIN CALM, size up the situation and take action based on known facts and plans.

B. 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.

C. A well-prepared and tested plan for prompt and positive protection minimizes injuries and loss of life in a major disaster.

D. 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.

E. 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.

F. Emergency Announcements will be provided on the following radio stations.

AM Radio Stations:

Ventura: KVTA 1520

Los Angeles: KNX 1070

Spanish: KTRO 1520

EM Radio Stations:

Ventura: KHAY 100.7

Los Angeles: KBIG 104.3

Oxnard: KCAQ105

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.

(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.
 - k) Disrupted school activities or otherwise willfully defied the valid authority
 - 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.
 - 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

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

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: (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.

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.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Whenever a student is identified as violent or dangerous per E.C. 49079 the teacher will be informed by the principal. The teacher shall keep this information in confidence and must not further disseminate it. However, if the teacher believes that the student is improperly placed (or is an immediate danger) these opinions (and related observations) should be shared with the principal immediately. The Student Study Team, and/or District SARB should be used for referral or added support in such cases. The district office also has a responsibility to insure that all appropriate actions are taken to identify, notify and support necessary interventions with regard to violent or dangerous pupils.

NOTICE OF SCHOOL DISRUPTION

Directive to Leave School Grounds Now

If a school visitors' behavior constitutes an unlawful disruption at school in violation of Penal Code §§ 71, 601 and 626.8, Education Code §§ 44810 and 44811, and/or Code of Civil Procedure § 527.8.

YOU ARE DIRECTED TO LEAVE SCHOOL PROPERTY IMMEDIATELY!

The school district has procedures for resolving complaints and disputes which you may take advantage of if you wish. Please call (805) 487-3918 for further information. People at the Oxnard District Office will assist in situations such as this

(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 WHO?, Assistant Superintendent (805) 385-1501. 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, Pupil Support Services, 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. (Education Code 35294.1)

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. Sandals must have heel straps. Thongs or backless shoes or sandals 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.
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, off-the-shoulder or low-cut tops, bare midriffs and skirts or shorts shorter than mid-thigh are prohibited.
5. Gym shorts may not be worn in classes other than physical education.
6. Hair shall be clean and neatly groomed. Hair may not be sprayed by any coloring that would drip when wet.
7. Shirts should be tucked in and the seat of pants cannot sag.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

The student day is from 8:35 a.m. to 2:45 p.m. (Transitional Kindergarten (TK) and Kindergarten are from 8:35-1:52 p.m.). Supervision at the school site begins at 8:00 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 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 phone call from the principal.

Crosswalks are clearly marked with traffic signs.

A campus supervisor escorts students across main driveway each morning and a teacher volunteer escorts students in the afternoon.

We have also closed the campus, which means that no one is allowed to go past the lobby unless they have previously signed in at the main office and received a visitor's or a volunteer badge. Parents who drop off or pick up their children must wait in the lobby or in front of the school.

We consistently check IDs when individuals come to the main office to pick up their student early from school. We match the IDs to the information provided on the emergency cards.

Tardy/Late Policy:

Students must be in the front door by 8:35 a.m. They are encouraged to be on the playground before that time, so that they may line up with their class.

Students arriving after the 8:35 a.m. bell must report to the office for a tardy slip. The slips are marked excused or unexcused depending on the circumstances. They must report to their class immediately.

Excused tardies are only given for valid reasons such as a doctor's appointment.

Students who arrive to school 30 minutes or later are marked "truant tardy". Three or more truant tardies are grounds for a SARB letter.

EXCUSED ABSENCES

These can only result from an illness, medical/dental appointments, court appearances, a religious holiday or a death in the family. All other absences are considered unexcused. When a student is absent, parents are expected to call the office (385-1560) the same day or the previous day.

RETURNING AFTER AN ABSENCE

Students must bring a dated note from parent(s) or guardian stating the reason for the absence, with student name, grade, date of absence, and parent/guardian signature.

The note must be received by the office before the 8:35 a.m. bell.

TRUANCIES (UNEXCUSED ABSENCES)

The following are considered truancies:

Absent from school without the knowledge and /or consent of the parent/school

Leaving the school grounds during the day without permission

Staying out of class without permission

Have excessive tardies

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 consultant, 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:

School's Social (Climate) Environment

At Christa McAuliffe, The STEAM Education School 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:

Opportunity for Improvement:

Minimize the amount of students' negative behavior in all school settings

Objectives	Action Steps	Resources	Lead Person	Evaluation
<p>Develop and implement a comprehensive school-wide 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</p>	<ol style="list-style-type: none"> 1. Hold regular meetings with McAuliffe's Safety Committee 2. Conduct school-wide training 3. Identify a way to disseminate school-wide behavior expectations 4. Develop a new behavior referral form 5. Reduce the amount of referrals due to negative behavior 6. Provide staff with resources that emphasize components of the CHAMPS program. 7. Hold student assemblies to discuss behavior expectations. 	<p>CHAMPS School-Wide Training for staff and students</p>	<p>School Principal and Outreach Coordinator School's Safety Committee</p>	<p>Office Referrals Teacher Reports</p>
<p>All Playground Supervisors and all Support Staff (Media Technician, Office Personnel, Custodians, etc.) will be trained in the behavior model of CHAMPS</p>	<ol style="list-style-type: none"> 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. 3. Meet with CHAMPS consultant from VCOE. 	<p>CHAMPS School-Wide Training for staff and students</p>	<p>School Principal and Outreach Coordinator School's Safety Committee</p>	<p>Agendas Hand-Outs</p>
<p>Ensure the school's Emergency Operations Plan is easily implemented</p>	<ol style="list-style-type: none"> 1. Hold monthly fire drills. 2. Train entire school staff on their responsibilities during and emergency situation. 3. Hold two evacuation drills yearly. 	<p>Calendars Handouts Connect Ed</p>	<p>School Principal and Outreach Coordinator School's Safety Committee</p>	<p>Calendars</p>

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 to inform all parents and guardians of the procedures in case of an emergency/disaster 2. Hold Student Assemblies to educate students in what to do and expect in case of an emergency/disaster 3. Hold meetings with all staff to inform everyone of the procedures in case of an emergency/disaster 4. Coffee with the Principal 	Agendas Staff Meetings Parent Group Meetings	School Principal and Outreach Coordinator School's Safety Committee	Agendas
Work with School Resource Officer (SRO)	Meetings Cyber bullying Crosswalk safety Assemblies	Oxnard Police Department	School Principal, School Resource Officer, Outreach Coordinator 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	<ol style="list-style-type: none"> 1. Hold regular meetings with McAuliffe's Safety Committee 2. Conduct school-wide training 3. Implement positive behavior strategies school-wide 4. Reduce the amount of referrals due to negative behavior 5. Hold student assemblies to discuss behavior expectations. 	PBIS resources, lesson plans, videos	School Principal, counselor, Outreach Coordinator, all teachers Yard Supervisors School's Safety Committee	Office Referrals Health referrals Teacher Reports
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. Hold regular meetings with all staff to review procedures 	Oxnard School District Emergency Operations Plan Oxnard School District Crisis Intervention Plan Oxnard Police Department	School Principal, School Resource Officer, Office Manager School's Safety Committee	

Objectives	Action Steps	Resources	Lead Person	Evaluation
Implement the 3B positive discipline approach for student conduct, safety and character: Be respectful, Be Safe Be school-wide.	<ol style="list-style-type: none"> 1. Student assemblies to introduce and teach the 3B's 2. Teach reinforcement of the 3B's in and outside of the classroom 3. Student recognition and praise for using the 3B's 		Principal	Office Referrals Student interviews Counseling referrals Parent communication Teacher Reports

Component:

School's Physical Environment

McAuliffe School will be undergoing some modernization of the kindergarten classrooms as it moves into a K-5 configuration.

Element:

Opportunity for Improvement:

Objectives	Action Steps	Resources	Lead Person	Evaluation
Ensure that all school facilities are safe and in working order.	<ol style="list-style-type: none"> 1. Conduct walk-throughs 2. Submit and monitor Facility Work Orders 	Safety Check-List and Observation	School Principal and Lead Custodian	Walk-Through Reports Work Orders
Communicate Safety Plan to all Stakeholders	<ol style="list-style-type: none"> 1. Hold Parent-Community meetings to disseminate the information to all stakeholders. 2. Hold Faculty Meetings informing staff of the School's Safety Plan 3. Coffee with the Principal 	Agendas Minutes Hand-Outs	School Principal	Agendas
Conduct two evacuation drills per year.	<ol style="list-style-type: none"> 1. Safety Committee will meet regularly to review effectiveness of current procedures 2. Make necessary changes to the plan and notify all school staff 	Agendas Hand-Outs Connect Ed	School Principal, Assistant Principal and School's Safety Committee	Revised Plan

Component:

Building Student Resiliency Skills

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.

Element:

Opportunity for Improvement:

Objectives	Action Steps	Resources	Lead Person	Evaluation
<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</p>	<ol style="list-style-type: none"> 1. Hold monthly meetings with McAuliffe's Safety Committee 2. Conduct school-wide training 3. Identify a way to disseminate school-wide behavior expectations 4. Develop a new behavior referral form 5. Reduce the amount of referrals due to negative behavior. 6. Provide teachers with resources that emphasize CHAMPS components. 7. Conduct student assemblies to reinforce expected behaviors. 	<p>CHAMPS training</p>	<p>School Principal, Outreach Coordinator and School's Safety Committee</p>	<p>Office Referrals Teacher Reports</p>
<p>Communicate Safety Plans to all Stakeholders</p>	<ol style="list-style-type: none"> 1. Hold parent/community meetings 2. Coffee with the principal 3. Hold weekly meetings with office staff, custodians, and yard supervisors 4. Monthly staff meetings with all teachers 	<p>Agendas Hand-Outs Connect-Ed</p>	<p>School Principal</p>	<p>Agendas</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. 	<p>Cultural Proficiency Training</p>	<p>School Principal</p>	<p>Observation Reports</p>

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 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. 	Second Step program PPP Classes City Impact-Interface	School counselor and Outreach Coordinator	Pre and Post measures Teacher reports Observations Student Interviews Number of referrals
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(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Christa McAuliffe, The STEAM Education 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 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.
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.
Assure 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.
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 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.

Students May Be Disciplined for the Following Reasons:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
- (3) Willfully used force or violence upon the person of another, except in self-defense.
- r) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
- s) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
- t) 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.
- u) Committed or attempted to commit robbery or extortion.
- v) Caused or attempted to cause damage to school property or private property.
- w) Stole or attempted to steal school property or private property.
- x) Possessed or used tobacco, or tobacco products.
- y) Committed an obscene act or engaged in habitual profanity or vulgarity.
- z) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
- aa) Disrupted school activities or otherwise willfully defied the valid authority
- bb) Knowingly received stolen school property or private property.
- cc) Possessed an imitation firearm.
- dd) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
- ee) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
- ff) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- gg) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
- 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.

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 Reinforcements

Incentives are used to promote exemplary student conduct.

Positive replacements strategies are taught and encouraged

Compliments

Conduct Code Procedures

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 - r) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
 - s) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
 - t) 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.
 - u) Committed or attempted to commit robbery or extortion.
 - v) Caused or attempted to cause damage to school property or private property.
 - w) Stole or attempted to steal school property or private property.
 - x) Possessed or used tobacco, or tobacco products.
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 - aa) Disrupted school activities or otherwise willfully defied the valid authority
 - bb) Knowingly received stolen school property or private property.
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Positive Reinforcements

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Positive replacements strategies are taught and encouraged

Compliments

(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 so as 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 on the basis of 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 regulations. 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 reviewed for advisement by the Leadership Team, Faculty, and ELAC committees. The plan is approved by 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 an 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 issue
2. Changes will be proposed
3. Proposed changes will need to be reviewed and approved by School Site Council
4. Amendments will be made

Safety Plan Appendices

Emergency Contact Numbers

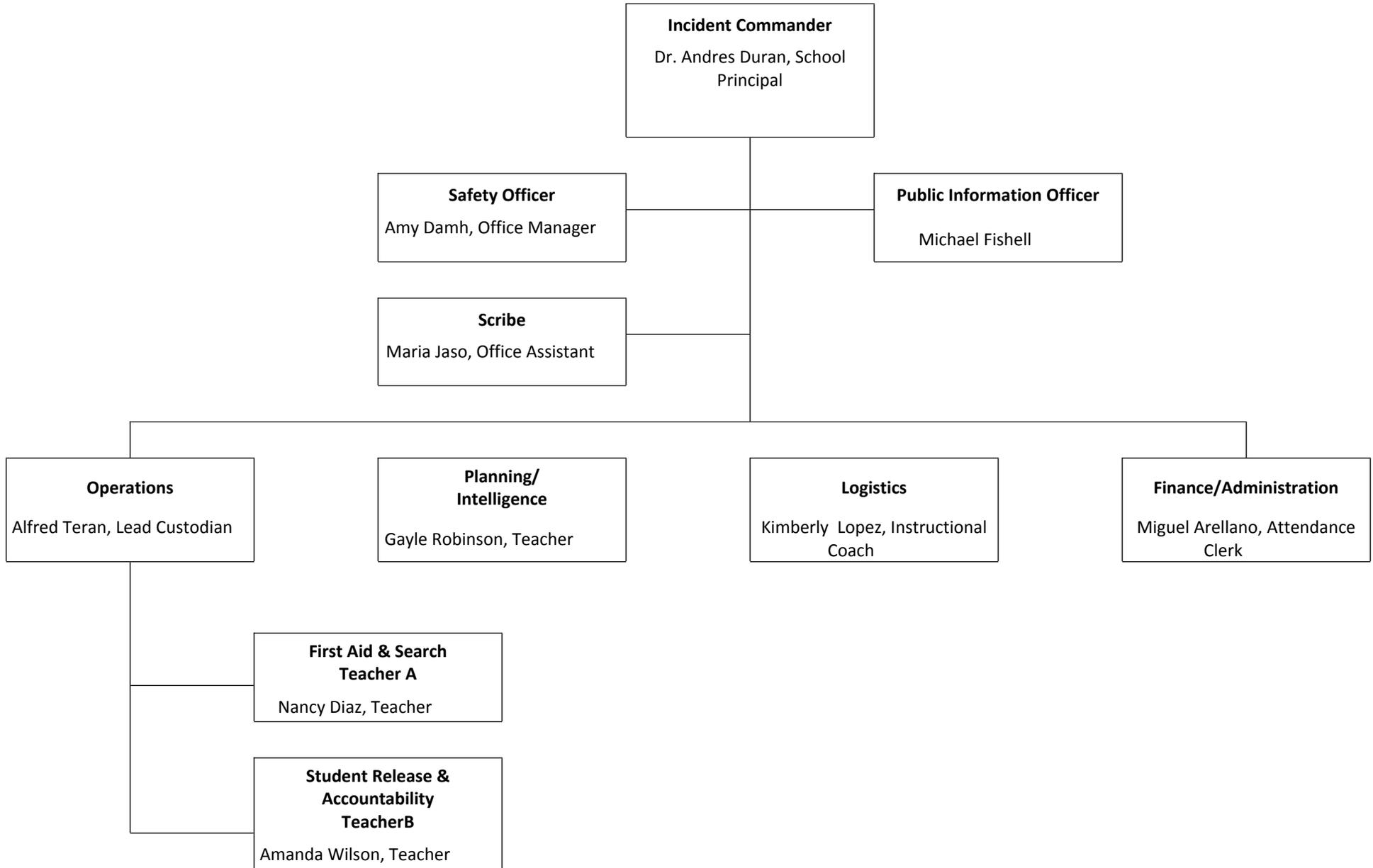
Utilities, Responders and Communication Resources

Type	Vendor	Number	Comments
Law Enforcement/Fire/Paramedic	Ventura County Sheriff's Department	911	
Law Enforcement/Fire/Paramedic	Police Department	911 from a land line; 486-1663 from cell phone	
Law Enforcement/Fire/Paramedic	Fire/Paramedic Emergency	911	
Law Enforcement/Fire/Paramedic	Ventura County Children & Family Services	654-3200	Human Resources Department
Public Utilities	Southern California Edison	1-800-655-4555 - 0	
Public Utilities	Southern California Gas	1(800) 427-2200 - 1	
Public Utilities	Telephone Repair	611	
Local Hospitals	St. Johns Hospital	988-2500	
Local Hospitals	Ventura County Medical Center	652-6000	
Local Hospitals	Community Memorial Hospital	652-5011	

Safety Plan Review, Evaluation and Amendment Procedures

Activity Description (i.e. review steps, meetings conducted, approvals, etc)	Date and Time	Attached Document (description and location)
September review plan with staff.	September	
Safety Committee meets to review the Safety Plan	February	
Faculty Meeting is held to review safety procedures in the Safety Plan	March	
Safety Plan is shared with SSC	February	
Safety Plan is shared with ELAC	March	
Hold Parent/Community meetings to disseminate information	September	

Christa McAuliffe, The STEAM Education School Incident Command System



Incident Command Team Responsibilities

Standardized Emergency Response Management System Overview

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:

Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency

It is important to note that school administrators are responsible for the health and safety of students and staff during an emergency. Although the following procedures refer to specific actions, school administrators must exercise discretion in implementing standardized procedures and should consider modifications as necessary to ensure the health and safety of all personnel during an emergency. These might include: Earthquake, Hazardous materials, Flooding, Fire, Dam Failure, Transportation Incident (Air, Train, Truck), School Violence, Terrorism, Tsunami, and Public Health Emergency.

Step Two: Identify the Level of Emergency

OSD emergency response and recovery operations will be managed in one of three modes, depending on the magnitude of the emergency/disaster.

Level 1 is a minor incident that is quickly resolved and internal resources or limited help. The District will maintain normal staffing and reporting protocols. At this operational level, the environment is monitored for changes.

Level 2 is a more significant emergency that impacts district buildings and or school sites. For level 2 the Emergency Operations Plan is activated. The EOC will be activated but only those functions that are needed to coordinate and support emergency operations will be activated. The EOC Director will determine the magnitude of the emergency and coordinate its resolution or, if the emergency continues to develop, a Level 3 response will be activated. Other key staff may be alerted, depending on the nature of the emergency.

Level 3 is a disaster that involves the entire District, school sites and the surrounding community. At Level 3, the EOP is activated, and the entire District Emergency management organization is activated.

Step Three: Determine the Immediate Response Action

The staff and students response to any emergency/disaster is based on an understanding of the nature of the emergency/disaster, the potential hazards, the likely response services and knowledge of what individuals and groups should do to increase their chances of survival and recovery.

Immediate action responses may include: Drop cover and hold, Shelter in place, Lock down, Campus Evacuation, Off Campus Evacuation, and/or All Clear.

Step Four: Communicate the Appropriate Response Action

Based on the Emergency, we would activate members of the Emergency Incident Command System.

Pending level of Emergency communication locally is reported to parents by the Connect Ed telephone system. Significant Emergencies are then reported by the District. OSD reports and notifications are to be made to the Ventura County Operational Area via the City of Oxnard and those directives that are currently in place through the SIMS and NIMS plan.

Types of Emergencies & Specific Procedures

Aircraft Crash

1. Call 911 to report the crash. Designate whether private or commercial.
2. Notify the District Office.
3. Establish a Command Post and activate the Incident Command System.
4. Determine if any staff or students are in immediate danger. If necessary, evacuate to a safe area. All others are to remain at their assigned locations.
5. Render first aid as necessary.
6. Take roll and report results to the principal.
7. Assist emergency responders and coordinate activities accordingly.
8. Once civil/military responders have taken charge of the accident area, coordinate the release of students (if necessary) with the District Office.

Animal Disturbance

The children, staff and community members will be moved to a safe area when an animal is present near, or on campus. If possible, the campus custodian may assist in securing the animal from becoming harm or hurt anyone. The animal may be confined to a secured area until it is removed from the campus by animal control

Armed Assault on Campus

1. Call 911
2. Institute Lockdown - Priority 1 procedures
3. Remain on Lockdown until "All Clear" is instituted by police.

Biological or Chemical Release

1. If you are notified of potentially hazardous release or accident, notify the Superintendent immediately.
2. Render first aid as necessary.
3. Establish a Command Post and implement the Incident Command System.
4. The decision to evacuate the site will be made by the Superintendent based on the recommendations of the principal and/or by competent civil authority.
5. If an evacuation order is imminent, move students and staff to a designated evacuation/shelter area. If evacuation is not imminent, students and staff should remain in classrooms or in assigned areas.
6. Until ordered to evacuate, assume that a "shelter-in-place strategy" will be employed and do the following:
 - 1) Direct all students and staff to remain indoors.
 - 2) Direct all heating and ventilation systems to be shut down.
 - 3) Direct that all windows be closed.

Bomb Threat/ Threat Of violence

1. The receiving person should attempt to keep the caller on the line and complete the form entitled "Bomb Threat Report" (see form following).
2. Contact the police and the District Office.
3. Establish a command post.
4. If appropriate, send staff a written message to search own classroom (see sample emergency message following).
5. If deemed necessary, evacuate. Determine if you will evacuate prior to conducting a search.
6. DO NOT use radios or cellular telephones.
7. An organized search of the campus should be conducted under the direction of the principal or law enforcement agencies.
8. Activate the Incident Command System; Hazard Control Unit.
9. In the event that a suspicious object is located, all personnel should be kept clear of the area until law enforcement agencies have evaluated the conditions.
10. Return to your normal routine only when the principal and the law enforcement agencies are confident that any threat has passed.

Bus Disaster

The following procedures are for use by bus drivers and appropriate school administrators in the event of an earthquake, serious bus accident, or other emergency that occurs while students are on a field trip or being transported to or from school.

This section addresses two possible scenarios involving a bus disaster: (1) an earthquake and (2) a serious accident or bus fire. It is important to note that drivers may need to make spontaneous, independent decisions based on the nature of the emergency, age of the children, location of the bus, and other unique circumstances to ensure children's safety.

Procedure

Scenario 1 – Earthquake

1. Upon first indication of an earthquake, the bus driver should issue Drop, Cover, and Hold procedures to all students on the bus.
2. The bus should be moved away from all power lines, bridges, overpasses, possible landslide conditions, overhanging trees, or other dangerous situations.
3. The bus driver should set the emergency brake, turn off the ignition, and wait for the shaking to stop.
4. The bus driver should check students for any injuries and provide first aid, as appropriate.
5. In the event the bus is disabled, the driver and students should stay in place until help arrives.
6. The bus driver should contact the School Administrator and the District Transportation Director to report the location and condition of students on the bus.
7. The School Administrator will determine what additional appropriate notifications should be made and will brief the District Superintendent on the situation.
8. If the bus driver is instructed to resume the bus route, the driver should continue to pick students up. Students should only be dropped off if a responsible adult is at the bus stop.
9. If it is impossible to return to school, the bus driver should contact the School Administrator and remain with the children until further instructions are received.
10. The bus driver is responsible for all students who board the bus throughout the emergency.

Scenario 2 – Serious Accident or Bus Fire

1. The bus driver will park the bus in a safe location with the emergency brake set and the ignition off.
2. In the event of a fire, students and the driver should evacuate the bus immediately and move to a safe location away from the bus and traffic using available barricades (e.g., trees, cars) when available.
3. The bus driver will immediately call 9-1-1 and provide the exact location of the bus and wait for the arrival of emergency response personnel.
4. The bus driver should check students for injuries and provide appropriate first aid.
5. The bus driver should call the School Administrator and the District Transportation Director (refer to the Essential Contacts in the Appendices of this Plan) to report the location and condition of students.
6. The School Administrator will determine what additional appropriate notifications should be made and will and the District Superintendent on the situation.
7. The bus driver is responsible for accounting for all students throughout the emergency.

Disorderly Conduct

1. Consult with the Police Department and the District to coordinate appropriate protection.

2. Establish a Command Post and an Incident Command System. Notify the Superintendent (805) 487-3918.
3. Inform teachers and staff of the emergency situation. If necessary, signal a "Lockdown".
4. Do not release staff or students without authorization.
5. Screen all persons entering campus. A government issued picture ID (IE: drivers license) will be required.
6. All students and staff are to remain in their respective classrooms and work areas.
7. Lock all doors and windows and close all window blinds or curtains.
8. Avoid window areas.
9. When the emergency is over, signal all clear.

Earthquake

A. INSIDE SCHOOL BUILDING:

1. The teacher, or staff member in authority, will implement action, "DUCK – COVER AND HOLD." Stay inside building until the shaking stops.
2. Try to avoid glass and falling objects, areas where there are large panels of glass and/or heavy suspended light fixtures.
3. Do not use telephones.
4. Implement action, "LEAVE BUILDING" (long bell), when instructed to do so, after the earthquake is over and tremors have subsided. Special consideration should be given to exit routes as some exits have heavy roof structures over the doorways. Go to an open area away from trees, power poles, etc.
5. Avoid touching electrical wires and metal objects such as chain link fences.
6. Render first aid if necessary.
7. Take roll and report missing students to principal.
8. The principal/designee is to establish a command post, assess damage, activate search team and activate the incident command system.
9. Activate a buddy system; determine needs of neighboring schools.
10. Principal to request assistance through school district channels.
11. Notify the District Emergency Operations Center of any breaks in utility lines.
12. The superintendent/designee will determine the advisability of closing the school, based on the report of the principal.

B. IF OUTSIDE:

1. Move away from buildings, playground equipment, utility poles, signs, trees, metal fences, exposed wires and wet areas.
2. The safest place is in the open. Stay there until the earthquake is over.
3. Follow procedures 5 through 12 under "Inside School Building."

C. WALKING TO AND FROM SCHOOL:

1. The safest place is in the open. Stay there.
2. Move away from buildings, utility poles, signs, trees, metal fences and exposed wires.
3. DO NOT RUN! Do "DROP – TAKE COVER."
4. After an earthquake, if on your way TO school, continue to school.
5. After an earthquake, if on your way FROM school, continue home.

D. ON SCHOOL BUS:

1. If possible, the bus driver will pull to the side of the road away from any buildings, poles, and large trees issue command "DROP – TAKE COVER."
2. Turn off ignition and set brakes.
3. Wait until the earthquake is over.
4. If possible, contact dispatch office by radio for instructions.

E. HANDICAPPED STUDENTS:

1. Students with handicap conditions may need special assistance and instruction regarding falling debris. Additional drills may be needed to make certain the procedures are mastered.
2. Each handicapped student's needs should be assessed in relation to the possibility of a disaster and his/her preparedness.

Explosion or Risk Of Explosion

1. DUCK, COVER, AND HOLD command is to be given immediately. Do not approach windows or doors.

2. If the explosion is not in the building, students and staff are to remain at their assigned locations until directed by competent authority.
3. When clear to evaluate/evacuate.
4. If necessary, move to safe assembly areas outside the building and away from the location of the explosion.
5. Render first aid as necessary.
6. Notify authorities (911) and the Superintendent.
7. Activate the Incident Command System.
8. Teachers are to take roll and report missing students to the office.
9. If possible to fight small fires without endangering life, do so.
10. If necessary, notify utility companies of any breaks in their lines.

Fire in Surrounding Area

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Fire on School Grounds

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Flooding

- 1) Warning of an impending flood would normally be received at the endangered location by telephone from the District Office or from a civil agency (police or fire). If access to the Internet is available, the national weather service supplies current weather information, including severe weather warnings at <http://www.nwsia.noaa.gov>.
- 2) Establish a Command Post and communicate with the District Office. The predicted extent of the flood and the amount of time before it arrives will determine the course of action.
- 3) Keep students indoors until it is determined to be safe
- 4) Move students to pre-designated assembly areas if an evacuation is ordered.
- 5) Teachers are to take roll, complete Disaster Report, and report all missing students to the office.
- 6) The principal may initiate the following emergency actions:
 - Dismiss school.
 - Leave campus and move to a safe place

Loss or Failure Of Utilities

1. Notify the appropriate utility company and the District Office.
2. Determine if any power, sewer, gas or water lines are down or ruptured on or adjacent to the campus. If so, activate the Incident Command System.
3. Determine if an evacuation is necessary.
4. Use emergency lighting (flashlights) and open window shades to provide as much light as possible.
5. Should the utility failure be for an extended period, make recommendations to and coordinate activities with the District Office.

Motor Vehicle Crash

1. Call 911 to report the crash.
2. Evaluate situation start first aid where possible
3. Notify the District Office
4. Establish a command post as needed
5. Determine if any staff or students are in immediate danger. If necessary evacuate location to move away from crash.
6. Consult with District Office and Emergency personnel for further direction and coordinate activity as needed.

Psychological Trauma

Many emergencies may result in psychological trauma for students and school staff. These emergencies may include an act of violence; the death of a student or staff member; an earthquake or other natural disaster; a serious environmental problem; or ethnic and racial tensions. Emergencies may result in the following conditions:

- Temporary disruption of regular school functions and routines
- Significant interference with the ability of students and staff to focus on learning
- Physical and/or psychological injury to students and staff
- Concentrated attention from the community and news media

As a result, students and staff may exhibit a variety of psychological reactions. Once the physical safety of those involved has been ensured, attention must focus on meeting the emotional and psychological needs of students and staff.

Specific procedures relating to crisis management can be found in the Oxnard School District – School Crisis Intervention Team Manual.

Procedure

1. The School Administrator will contact the District Superintendent to establish a Crisis Intervention Team, which has primary responsibility for providing necessary assistance after all types of crises.
2. The District Superintendent will determine whether a District EOC activation is necessary to support school site Crisis Intervention Team operations.
3. The Crisis Intervention Team will assess the range of crisis intervention services needed during and following an emergency.

4. The Crisis Intervention Team will provide direct intervention services for students and staff.
5. The School Administrator, District Superintendent and Crisis Intervention Team will work together to determine when and how school functions should be restored.
6. The Crisis Intervention Team should provide ongoing assessment, if needed, as well as follow-up services, as required.

Suspected Contamination of Food or Water

The following procedure should be followed if any school staff member reports suspected contamination of food or water. This procedure applies where there is evidence of tampering with food or packaging, observation of suspicious individuals in proximity to food or water supplies, or if the school is notified of possible food/water contamination by District staff or local agencies. Indicators of contamination may include unusual odor, color, or taste, and/or multiple persons with unexplained nausea, vomiting, or other illnesses.

Procedure

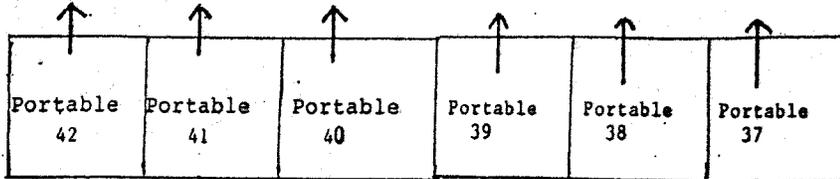
1. Upon indication of suspected contamination, the School Administrator will work with appropriate school staff to isolate the suspected food/water. Access should be restricted to the contaminated area to prevent consumption of food/water.
2. The School Administrator should call 9-1-1, District Superintendent, Child Nutrition Services and Ventura County Public Health .
3. District Superintendent will determine whether a District EOC activation is necessary to support school site operations.
4. School medical personnel should assess the need for medical attention and provide first aid, as appropriate.
5. The School Administrator and school staff will make a list of all potentially affected students and staff along with their symptoms, the food/water suspected to be contaminated, and the quantity and description of products consumed. The list should be provided to responding authorities.
6. The School Administrator should work with local authorities and District Superintendent to determine necessary follow-up actions, including the need to notify other potentially affected schools in the District.
7. The School Administrator and District Superintendent will work with Ventura County Public Health to determine when normal school operations can resume.
8. The School Administrator will ensure that parents are notified of the incident, as appropriate.

Unlawful Demonstration or Walkout

The administrator will contact the District Superintendent for direction.

Emergency Evacuation Map

EMERGENCY EVACUATION

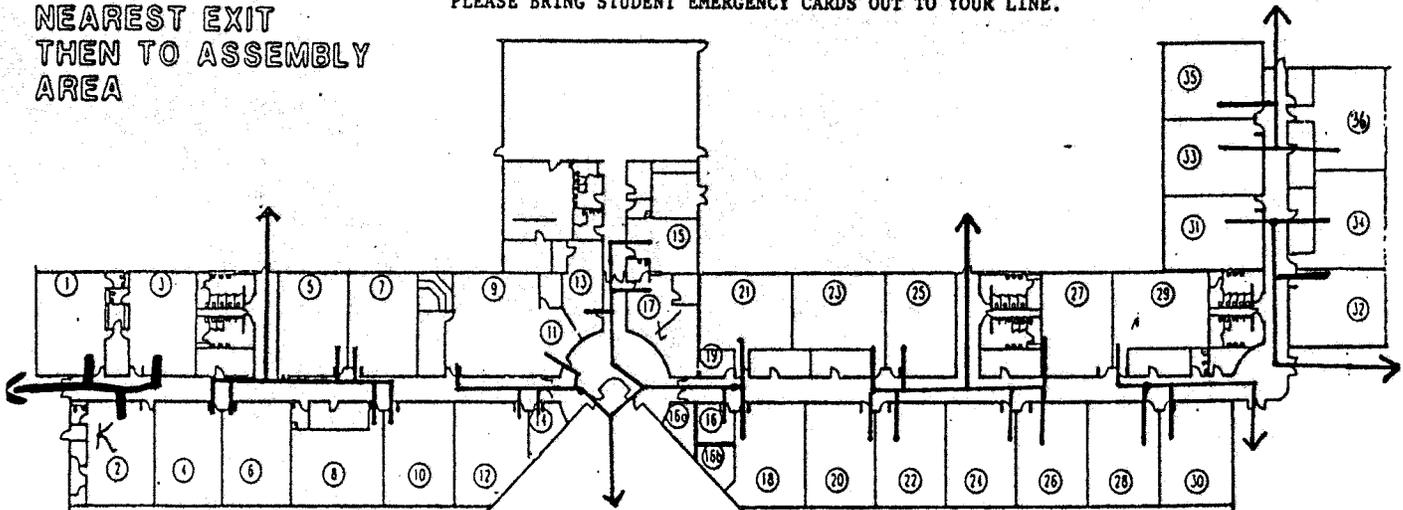


Portable Classrooms - Please line your classes up in a straight line directly opposite your front door, allowing maximum clearance from the buildings. PLEASE BRING STUDENT EMERGENCY CARDS OUT TO YOUR LINE.

FIRE ALARM EXIT PLAN

PROCEED TO
NEAREST EXIT
THEN TO ASSEMBLY
AREA

After exiting your classroom, please have your class line up in a straight line starting from the classroom number that is painted at the edge of the grass area and proceeding onto the grass. PLEASE BRING STUDENT EMERGENCY CARDS OUT TO YOUR LINE.



Christa McAuliffe School

EMERGENCY PROCEDURES

Comprehensive School Safety Plan SB 187 Compliance Document

2014-2015 School Year

School: McKinna Elementary School
CDS Code: 60-55354
District: Oxnard School District
Address: 1611 South J Street
 Oxnard, CA 93033
Date of Adoption: February 2, 2015

Approved by:

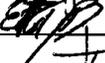
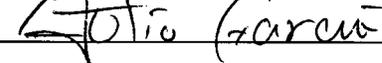
Name	Title	Signature	Date
Anne Jenks	Principal		3/6/15
Fernando Hernandez	Teacher		3/10/15
Margaret Steketee	Teacher		3/10/15
Erika Beltran	Parent/ELAC Officer		3/10/15
Julio Garcia	Parent/SSC Member		3/10/15
Officer John Mora	Oxnard Police Department/SRO		3-10-15

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Senate Bill 187: Comprehensive School Safety Plan Purpose

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 AB 115. 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 of the Comprehensive School Safety Plan is available for review at McKinna Elementary School's office.

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.

Components of the Comprehensive School Safety Plan (EC 32281)

McKinna Elementary School Safety Committee

Anne Jenks (principal), Fernando Hernandez (teacher), Margaret Steketee (teacher), Erika Beltran (parent, ELAC president), Julio Garcia (parent, SSC member) and Officer Mora (Oxnard Police Dept. Student Resource Officer)

Assessment of School Safety

The principal attended an information meeting given by the Oxnard Police Department as well as a Threat Assessment Workshop given by the Ventura County Sheriff's Department in 2013. A major consideration was to close the campus to all adults before school and after school. This recommendation was put into effect with the new Closed Campus Policy which was instituted in January of 2013. The principal held two meetings to inform parents of the changes and written information was distributed to parents as well. All adults that are not part of the school staff are required to sign-in at the school office and get a badge identifying them as visitors.

The Risk Management Department from the District conducted a Safety Inspection in fall of 2014. A report was submitted and necessary changes were made or are the process of being made by either school personnel or district personnel.

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.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

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 Safety Committee and parents from both ELAC and the school's site council had an opportunity to review the plan and make recommendations. The Incident Command System was reviewed at a staff meeting and staff volunteered to assume the responsibilities of the positions listed. A phone tree was created to allow staff to quickly notify each other in case of a school closure or other emergency.

Ongoing assessments of the campus are conducted by the lead custodian, cafeteria personnel, and other staff and reported to the principal. If the problem reported is minor, McKinna staff make the necessary repairs, but if the situation is out of the scope of McKinna employees, work orders are generated to amend any problems.

In order to ensure that students engage in safe behavior, the school utilizes the Lesson One program of life skills expectations. These are the school rules. Students are expected to follow the rules and teachers reinforce the rules in their classrooms. Discipline is applied when the expectations are not followed. In December of 2014, new teachers were trained in Lesson One strategies to provide consistent implementation.

Security has been increased by making the campus a Closed Campus. All students are dropped off at the main gate in the morning. 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.

Monthly fire drills are conducted and bi-monthly fire and earthquake drills are conducted. Lockdown drills are conducted semi-annually with the cooperation of the Oxnard Police Department.

All persons picking up students during the school day must be listed on the emergency card as having permission to pick up the child. Those identified persons must have a valid picture ID. Persons not having the correct ID or not listed on the emergency card will not be allowed to remove the child from campus.

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

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.

OSD CHILD ABUSE REPORTING PROCEDURES ADVISORY

If in doubt, file! (Call Children and Family Services or the Police Department)

Call Children and Family Services immediately to verbally report.

Forward completed Child Abuse Report form within 36 hours.

Do not pass on the responsibility to report. However, you can/should consult with your supervisor.

If you have a reasonable suspicion, you then have a duty to check (reasonable suspicion creates a duty.)

The burden of proof is not with you. Children and Family Services will do the investigation.

School staff is not liable for defamation if done in the course and scope of your employment.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

Disaster Plan (See Appendix C-F)

GENERAL: The 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.

A. Mass panic can be one of the greatest dangers to students. Staff members should remember that in times of stress, students will look for leadership to those who are normally in an authoritative position. REMAIN CALM, size up the situation and take action based on known facts and plans.

B. 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.

C. A well-prepared and tested plan for prompt and positive protection minimizes injuries and loss of life in a major disaster.

D. 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.

E. 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.

F. Emergency Announcements will be provided on the following radio stations.

AM Radio Stations:

Ventura: KVTA 1520

Los Angeles: KNX 1070

Spanish: KTRO 1520

EM Radio Stations:

Ventura: KHAY 100.7

Los Angeles: KBIG 104.3

Oxnard: KCAQ105

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.

(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.
 - k) Disrupted school activities or otherwise willfully defied the valid authority
 - 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.
 - 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

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

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: (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.

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.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Whenever a student is identified as violent or dangerous per E.C. 49079 the teacher will be informed by the principal. The teacher shall keep this information in confidence and must not further disseminate it. However, if the teacher believes that the student is improperly placed (or is an immediate danger) these opinions (and related observations) should be shared with the principal immediately. The Student Study Team, and/or District SARB should be used for referral or added support in such cases. The district office also has a responsibility to insure that all appropriate actions are taken to identify, notify and support necessary interventions with regard to violent or dangerous pupils.

NOTICE OF SCHOOL DISRUPTION

Directive to Leave School Grounds Now

Your behavior constitutes an unlawful disruption at school in violation of Penal Code §§ 71, 601 and 626.8, Education Code §§ 44810 and 44811, and/or Code of Civil Procedure § 527.8.

YOU ARE DIRECTED TO LEAVE SCHOOL PROPERTY IMMEDIATELY!

The school district has procedures for resolving complaints and disputes which you may take advantage of if you wish. Please call (805) 487-3918 for further information. People at the Oxnard District Office will assist in situations such as this

(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 WHO?, Assistant Superintendent (805) 487-3918. 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, Pupil Support Services, 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. (Education Code 35294.1)

School dress codes are 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. Sandals must have heel straps. Thongs or backless shoes or sandals 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.
3. Hats, caps and other head coverings shall not be worn indoors by male students.
4. 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.
5. Hair shall be clean and neatly groomed. Hair may not be sprayed by any coloring that would drip when wet.
6. The seat of pants cannot sag.
7. Uniforms consisting of a navy blue skirt or pants and white shirt with a collar are preferable, although any clothing that meets the above description is acceptable school attire.

(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 8:10 am to 2:20 p.m., kindergarten and transitional kindergarten students are in school from 8:10 a.m. to 1:27 p.m. with the exception of those students attending after school intervention classes or in the after school program. Parents dropping students off at school should be aware that supervision IS NOT available before 7:30 a.m. 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 playground if there is time to spare until the first bell at 8:07 a.m. At 8:07 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 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. Loitering is prohibited. Students who fail to adhere to this rule will be subject to disciplinary action.

CLOSED CAMPUS – LEAVING EARLY

McKinna 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. 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. 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 and have a valid picture ID, preferably government issued.

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 with an ID can sign out for a student leaving campus. All adults visiting the school must sign in at the office and receive a visitor's badge. This includes district personnel.

TARDY / LATE POLICY

- Be at school by 8:10 a.m.
- If a student is late to class without an approved reason it is a tardy.
- If a student is late in the morning (after 8:10 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, etc., are not valid reasons for an "excused late".
- Truant Tardy is when students arrive to school 30 minutes late. When a student is determined to have a truant tardy he/she could be assigned an office detention, be placed on an attendance contract, or possibly be referred to SARB and 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.

When a student is absent, parents are expected to call the school (385 - 1563) the same day of the absence.

RETURNING AFTER AN ABSENCE

1. Bring a dated note from parent(s) or guardian stating the reason for the absence, with your name, grade, date of absence, and parent signature.
2. Give the note to the Attendance Clerk or Teacher prior to 8:10 a.m. to avoid being late for class.

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.
4. Having excessive tardies.

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 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, Disaster Preparedness, Safe Physical Environment,

Element:

1. Peacemakers workshops, Unity Day and Lesson One, 2. Participation in fire drills, lockdown drills and earthquake drills, 3. Closed campus

Opportunity for Improvement:

Some staff members still leave the gates to the parking lot open and their classroom doors unlocked.

Objectives	Action Steps	Resources	Lead Person	Evaluation
All students will participate in the Peacemakers Program. Participation will be reinforced by certificates given to students at awards ceremonies.	ORC, Counselor and Social Worker present to classes.	Staff	Yolanda Rangel and Liliana Weichold	Principal
Teachers will identify exemplary students .	Monthly awards given to exemplary students at awards ceremonies	Certificates and peace signs purchased from Oriental Trading.	Liliana Weichold	Principal
All students and staff will participate in Lesson One. New teachers trained.	Lesson One trainer trains teachers in December.	Mr. Oliver	Principal	Principal
Campus closed during times that students are on campus.	Make sure gates are closed.		Principal/Lead custodian	
All gates need to be locked after entry to or exit from the school.	Post signs on the gates.	Pubs	Principal	Principal/Safety Committee
Check doors and remind teachers and staff members that doors need to be locked.	Post reminders in the Weekly Bulletin. Have conversations with individuals.	Weekly Bulletin	Maria Mendoza and Principal	Principal/Safety Committee

Component:

Disaster Plan Lockdown Procedures

Element:

General

Opportunity for Improvement:

Staff needs to review Lockdown procedures given by the Oxnard Police Department and become familiar with new terminology.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Staff will be familiar with new terminology.	Email new terminology and lockdown procedures to staff.	Oxnard Police Department Handout	Anne Jenks	Staff will know what to do in 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	Anne Jenks	Oxnard Police Department will give feedback to staff after drills have been completed.
All students and staff members will be familiar with safety procedures.	Monthly fire drill and bimonthly earthquake drills will be schedule and all students and staff will participate.	Great Shakeout earthquake simulation.	Anne Jenks	Students and staff will demonstrate safe behavior during drills.

Component:

Safe Physical Environment

Element:

Gates and Crossing

Opportunity for Improvement:

Staff members are leaving gates unlocked. Students are not using the crosswalks.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Ensure that the campus is safe from unwanted intruders.	Post signs by gates and remind staff in weekly bulletin and also at staff meetings.	Publications	Office Manager	Gates will remain locked.
Ensure that classroom doors are locked at all times.	Send reminders in weekly bulletin and verbally.	Weekly bulletin	Office Manager/Principal	Doors will remain locked.
Make sure that teachers talk to students about crosswalk safety.	Teachers will show videos and discuss crossing safety.	YouTube videos and Lesson One Family Time	Principal	Students will obey traffic safety rules.
Keep children safe while crossing streets.	Campus Assistant will be trained to cross children.	Oxnard Police Department	Principal	a school employee will be crossing children if the OPD Crossing Guard is not available

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

McKinna Elementary School Student Conduct Code

Conduct Code Procedures

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

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 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 in relation to life at school. We want to be an extraordinary place of safety and positive opportunity for everyone. Students are encouraged to develop self-control so that they can make good decisions in and out of school.

Expectations of Students

Be regularly in school attendance and be on time for school every day.

Follow the Pledge for Success.

1. Listen to what others have to say.
2. Do your best.
3. Treat others the way you would like to be treated.
4. Celebrate diversity.
5. Remember that you have people who care about you in your family, school and community.

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-control.

Expectation for Teachers

Provide learning experiences appropriate for each student.

Consistently teach the skills in the Pledge for Success and Lesson One.

Communicate on a regular basis with parents concerning their child's progress.

Be available to parents for conference.

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 Lesson One implementation, 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 promote teaching and effective learning.

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 prevention of discipline incidents. Students learn that when they don't follow the Pledge for Success, a consequence will result.

Students May Be Disciplined for the Following Reasons:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
 - (3) Willfully used force or violence upon the person of another, except in self-defense.
 - r) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
 - s) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
 - t) 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.
 - u) Committed or attempted to commit robbery or extortion.
 - v) Caused or attempted to cause damage to school property or private property.
 - w) Stole or attempted to steal school property or private property.
 - x) Possessed or used tobacco, or tobacco products.
 - y) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - z) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - aa) Disrupted school activities or otherwise willfully defied the valid authority
 - bb) Knowingly received stolen school property or private property.
 - cc) Possessed an imitation firearm.
 - dd) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - ee) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - ff) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - gg) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - 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.

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 his/her 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. Some of these include "Catch of the Day", Stripey Cards, and Lunch with the Principal.

(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 so as 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 on the basis of 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 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, and the Student Resource Officer will do a final review before signing the plan. 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.

Safety Plan Appendices

Emergency Contact Numbers

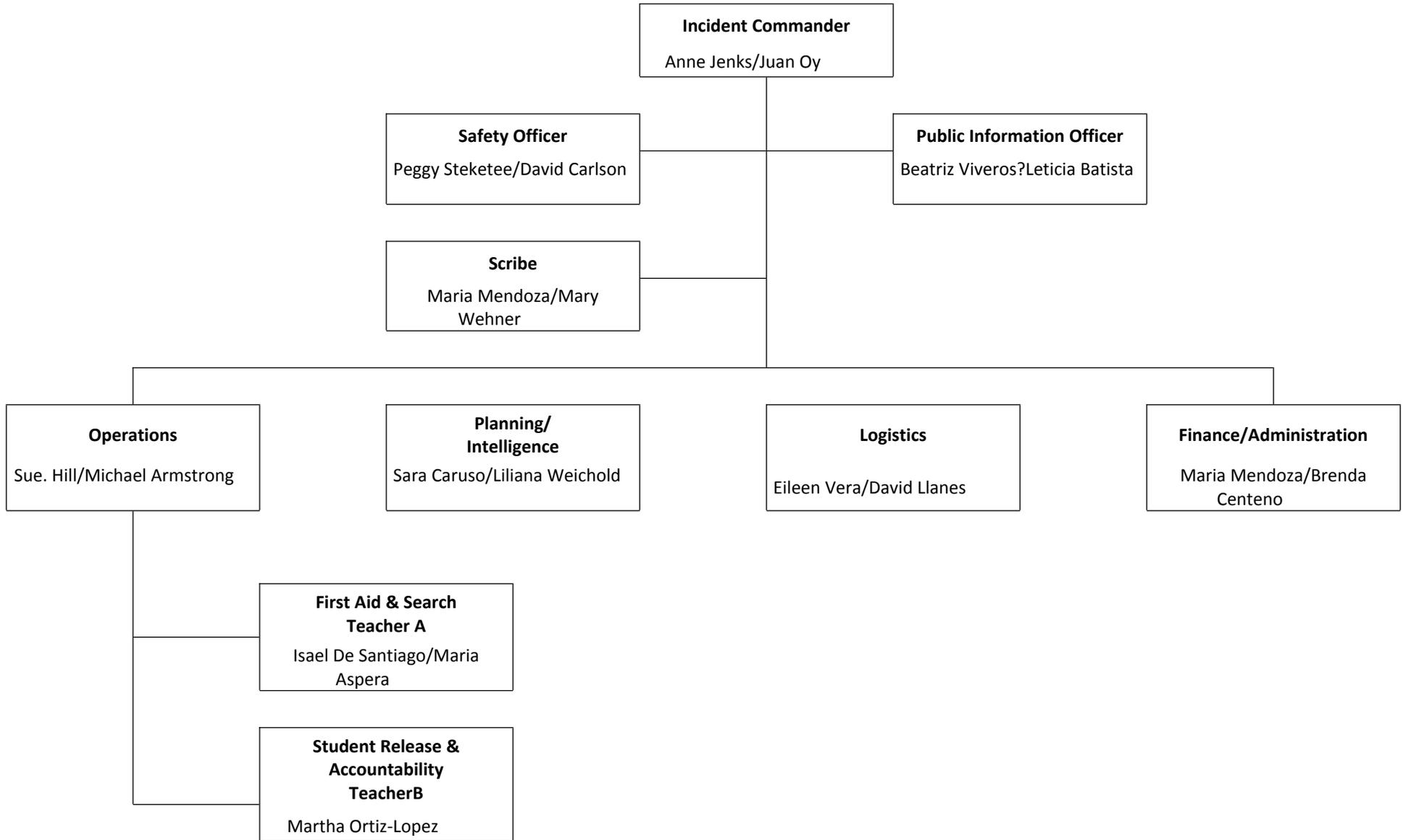
Utilities, Responders and Communication Resources

Type	Vendor	Number	Comments
Law Enforcement/Fire/Paramedic	Ventura County Sheriff's Department	911	
Law Enforcement/Fire/Paramedic	Police Department	911 from a land line; 486-1663 from cell phone	
Law Enforcement/Fire/Paramedic	Fire/Paramedic Emergency	911	
Law Enforcement/Fire/Paramedic	Ventura County Children & Family Services	654-3200	Human Resources Department
Public Utilities	Southern California Edison	1-800-655-4555 - 0	
Public Utilities	Southern California Gas	1(800) 427-2200 - 1	
Public Utilities	Telephone Repair	611	
Local Hospitals	St. Johns Hospital	988-2500	
Local Hospitals	Ventura County Medical Center	652-6000	
Local Hospitals	Community Memorial Hospital	652-5011	

Safety Plan Review, Evaluation and Amendment Procedures

Activity Description (i.e. review steps, meetings conducted, approvals, etc)	Date and Time	Attached Document (description and location)
September review with plan with staff. Review plan with safety committee at each regular scheduled meeting. January review plan with Leadership Team, Safety Committee and School Site Council. Update plan by February of each year.	3/3/14	
Plan will be distributed to Safety Plan Committee Members for review and revision	2/24/14	
A copy of the plan will be made available to members of ELAC and other parents in the front office of the school. Office personnel will translate the plan for parents if necessary.	3/4/14	

McKinna Elementary School Incident Command System



Incident Command Team Responsibilities

Standardized Emergency Response Management System Overview

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:

All McKinna staff will have been trained on the use of terminology and the functions of the five systems by the end of the 2014-2015 school year. Staff members have volunteered for each of these five areas to insure the smooth implementation of the Safety Plan.

Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency

It is important to note that school administrators are responsible for the health and safety of students and staff during an emergency. Although the following procedures refer to specific actions, school administrators must exercise discretion in implementing standardized procedures and should consider modifications as necessary to ensure the health and safety of all personnel during an emergency. These might include: Earthquake, Hazardous materials, Flooding, Fire, Dam Failure, Transportation Incident (Air, Train, Truck), School Violence, Terrorism, Tsunami, and Public Health Emergency.

Step Two: Identify the Level of Emergency

OSD emergency response and recovery operations will be managed in one of three modes, depending on the magnitude of the emergency/disaster.

Level 1 is a minor incident that is quickly resolved and internal resources or limited help. The District will maintain normal staffing and reporting protocols. At this operational level, the environment is monitored for changes.

Level 2 is a more significant emergency that impacts district buildings and or school sites. For level 2 the Emergency Operations Plan is activated. The EOC will be activated but only those functions that are needed to coordinate and support emergency operations will be activated. The EOC Director will determine the magnitude of the emergency and coordinate its resolution or, if the emergency continues to develop, a Level 3 response will be activated. Other key staff may be alerted, depending on the nature of the emergency.

Level 3 is a disaster that involves the entire District, school sites and the surrounding community. At Level 3, the EOP is activated, and the entire District Emergency management organization is activated.

Step Three: Determine the Immediate Response Action

The staff and students response to any emergency/disaster is based on an understanding of the nature of the emergency/disaster, the potential hazards, the likely response services and knowledge of what individuals and groups should do to increase their chances of survival and recovery.

Immediate action responses may include: Drop cover and hold, Shelter in place, Lock down, Campus Evacuation, Off Campus Evacuation, and/or All Clear.

Step Four: Communicate the Appropriate Response Action

Based on the Emergency, we would activate members of the Emergency Incident Command System.

Pending level of Emergency communication locally is reported to parents by the Connect Ed telephone system. Significant Emergencies are then reported by the District. OSD reports and notifications are to be made to the Ventura County Operational Area via the City of Oxnard and those directives that are currently in place through the SIMS and NIMS plan.

Types of Emergencies & Specific Procedures

Aircraft Crash

1. Call 911 to report the crash. Designate whether private or commercial.
2. Notify the District Office.
3. Establish a Command Post and activate the Incident Command System.
4. Determine if any staff or students are in immediate danger. If necessary, evacuate to primary/secondary locations away from the crash site. All others are to remain at their assigned locations.
5. Render first aid as necessary.
6. Take roll and report results to the incident command center.
7. Assist emergency responders and coordinate activities accordingly.
8. Once civil/military responders have taken charge of the accident area, coordinate the release of students (if necessary) with the District Office.

Animal Disturbance

Students have been told not to approach animals on campus. This is reviewed twice a year during Discipline Assemblies. Custodian has a tool to restrain stray animals and we have a fenced area to hold them until animal control can pick them up.

Armed Assault on Campus

1. Call 911
2. Institute Lockdown - Priority 1 procedures
3. Remain on Lockdown until "All Clear" is instituted by police.

Biological or Chemical Release

1. If you are notified of potentially hazardous release or accident, notify the Superintendent immediately.
2. Render first aid as necessary.
3. Establish a Command Post and implement the Incident Command System.
4. The decision to evacuate the site will be made by the Superintendent based on the recommendations of the principal and/or by competent civil authority.
5. If an evacuation order is imminent, move students and staff to a designated evacuation/shelter area. If evacuation is not imminent, students and staff should remain in classrooms or in assigned areas.
6. Until ordered to evacuate, assume that a "shelter-in-place strategy" will be employed and do the following:
 - 1) Direct all students and staff to remain indoors.
 - 2) Direct all heating and ventilation systems to be shut down.
 - 3) Direct that all windows be closed.

Bomb Threat/ Threat Of violence

1. The receiving person should attempt to keep the caller on the line, while communicating to nearby personnel that there is a bomb threat. (This person will complete the form entitled "Bomb Threat Report" (See form following).
2. Contact the police and the District Office.
3. Administrators will call for an evacuation and establish a command post.
4. DO NOT use radios or cellular telephones.
5. An organized search of the campus will be conducted under the direction of the law enforcement agencies/principal.
6. Activate the Incident Command System; Hazard Control Unit.
7. In the event that a suspicious object is located, all personnel should be kept clear of the area until law enforcement agencies have evaluated the conditions.
8. Return to your normal routine only when the principal and the law enforcement agencies/principal give the all clear to return back to school/classes.

Bus Disaster

The following procedures are for use by bus drivers and appropriate school administrators in the event of an earthquake, serious bus accident, or other emergency that occurs while students are on a field trip or being transported to or from school.

This section addresses two possible scenarios involving a bus disaster: (1) an earthquake and (2) a serious accident or bus fire. It is important to note that drivers may need to make spontaneous, independent decisions based on the nature of the emergency, age of the children, location of the bus, and other unique circumstances to ensure children's safety.

Procedure

Scenario 1 – Earthquake

1. Upon first indication of an earthquake, the bus driver should issue Drop, Cover, and Hold procedures to all students on the bus.
2. The bus should be moved away from all power lines, bridges, overpasses, possible landslide conditions, overhanging trees, or other dangerous situations.
3. The bus driver should set the emergency brake, turn off the ignition, and wait for the shaking to stop.
4. The bus driver should check students for any injuries and provide first aid, as appropriate.
5. In the event the bus is disabled, the driver and students should stay in place until help arrives.
6. The bus driver should contact the School Administrator and the District Transportation Director to report the location and condition of students on the bus.
7. The School Administrator will determine what additional appropriate notifications should be made and will brief the District Superintendent on the situation.
8. If the bus driver is instructed to resume the bus route, the driver should continue to pick students up. Students should only be dropped off if a responsible adult is at the bus stop.
9. If it is impossible to return to school, the bus driver should contact the School Administrator and remain with the children until further instructions are received.
10. The bus driver is responsible for all students who board the bus throughout the emergency.

Scenario 2 – Serious Accident or Bus Fire

1. The bus driver will park the bus in a safe location with the emergency brake set and the ignition off.
2. In the event of a fire, students and the driver should evacuate the bus immediately and move to a safe location away from the bus and traffic using available barricades (e.g., trees, cars) when available.
3. The bus driver will immediately call 9-1-1 and provide the exact location of the bus and wait for the arrival of emergency response personnel.
4. The bus driver should check students for injuries and provide appropriate first aid.
5. The bus driver should call the School Administrator and the District Transportation Director (refer to the Essential Contacts in the Appendices of this Plan) to report the location and condition of students.
6. The School Administrator will determine what additional appropriate notifications should be made and will and the District Superintendent on the situation.
7. The bus driver is responsible for accounting for all students throughout the emergency.

Disorderly Conduct

1. Consult with the Police Department and the District to coordinate appropriate protection.
2. Establish a Command Post and an Incident Command System. Notify the Superintendent (805) 487-3918.

3. Inform teachers and staff of the emergency situation. If necessary, signal a "Lockdown".
4. Do not release staff or students without authorization.
5. Screen all persons entering campus. A government issued picture ID (IE: drivers license) will be required.
6. All students and staff are to remain in their respective classrooms and work areas.
7. Lock all doors and windows and close all window blinds or curtains.
8. Avoid window areas.
9. When the emergency is over, signal all clear.

Earthquake

A. INSIDE SCHOOL BUILDING:

1. The teacher, or staff member in authority, will implement action, "DUCK – COVER AND HOLD." Stay inside building until the shaking stops.
2. Try to avoid glass and falling objects, areas where there are large panels of glass and/or heavy suspended light fixtures.
3. Do not use telephones.
4. Implement action, "LEAVE BUILDING" (long bell), when instructed to do so, after the earthquake is over and tremors have subsided. Special consideration should be given to exit routes as some exits have heavy roof structures over the doorways. Go to an open area away from trees, power poles, etc.
5. Avoid touching electrical wires and metal objects such as chain link fences.
6. Render first aid if necessary.
7. Take roll and report missing students to principal.
8. The principal/designee is to establish a command post, assess damage, activate search team and activate the incident command system.
9. Activate a buddy system; determine needs of neighboring schools.
10. Principal to request assistance through school district channels.
11. Notify the District Emergency Operations Center of any breaks in utility lines.
12. The superintendent/designee will determine the advisability of closing the school, based on the report of the principal.

B. IF OUTSIDE:

1. Move away from buildings, playground equipment, utility poles, signs, trees, metal fences, exposed wires and wet areas.
2. The safest place is in the open. Stay there until the earthquake is over.
3. Follow procedures 5 through 12 under "Inside School Building."

C. WALKING TO AND FROM SCHOOL:

1. The safest place is in the open. Stay there.
2. Move away from buildings, utility poles, signs, trees, metal fences and exposed wires.
3. DO NOT RUN! Do "DROP – TAKE COVER."
4. After an earthquake, if on your way TO school, continue to school.
5. After an earthquake, if on your way FROM school, continue home.

D. ON SCHOOL BUS:

1. If possible, the bus driver will pull to the side of the road away from any buildings, poles, and large trees issue command "DROP – TAKE COVER."
2. Turn off ignition and set brakes.
3. Wait until the earthquake is over.
4. If possible, contact dispatch office by radio for instructions.

E. HANDICAPPED STUDENTS:

1. Students with handicap conditions may need special assistance and instruction regarding falling debris. Additional drills may be needed to make certain the procedures are mastered.
2. Each handicapped student's needs should be assessed in relation to the possibility of a disaster and his/her preparedness.

Explosion or Risk Of Explosion

1. DUCK, COVER, AND HOLD command is to be given immediately. Do not approach windows or doors.

2. If the explosion is not in the building, students and staff are to remain at their assigned locations until directed by competent authority.
3. If necessary, move to primary/secondary evacuation locations outside the building and away from the location of the explosion.
4. Render first aid as necessary.
5. Notify authorities (911) and the Superintendent.
6. Activate the Incident Command System.
7. Teachers are to take roll and report missing students to the office.
8. If possible to fight small fires without endangering life, do so.
9. If necessary, notify utility companies of any breaks in their lines.

Fire in Surrounding Area

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Fire on School Grounds

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Flooding

- 1) Warning of an impending flood would normally be received at the endangered location by telephone from the District Office or from a civil agency (police or fire). If access to the Internet is available, the national weather service supplies current weather information, including severe weather warnings at <http://www.nwsia.noaa.gov>.
- 2) Establish a Command Post and communicate with the District Office. The predicted extent of the flood and the amount of time before it arrives will determine the course of action.
- 3) Keep students indoors until it is determined to be safe
- 4) Move students to pre-designated assembly areas if an evacuation is ordered.
- 5) Teachers are to take roll, complete Disaster Report, and report all missing students to the office.
- 6) The principal may initiate the following emergency actions:
 - Dismiss school.
 - Leave campus and move to a safe place

Loss or Failure Of Utilities

1. Notify the appropriate utility company and the District Office.
2. Determine if any power, sewer, gas or water lines are down or ruptured on or adjacent to the campus. If so, activate the Incident Command System.
3. Determine if an evacuation is necessary.
4. Use emergency lighting (flashlights) and open window shades to provide as much light as possible.
5. Should the utility failure be for an extended period, make recommendations to and coordinate activities with the District Office.

Motor Vehicle Crash

1. Call 911 to report the crash.
2. Evaluate situation start first aid where possible
3. Notify the District Office
4. Establish a command post as needed
5. Determine if any staff or students are in immediate danger. If necessary evacuate location to move away from crash.
6. Consult with District Office and Emergency personnel for further direction and coordinate activity as needed.

Psychological Trauma

Many emergencies may result in psychological trauma for students and school staff. These emergencies may include an act of violence; the death of a student or staff member; an earthquake or other natural disaster; a serious environmental problem; or ethnic and racial tensions. Emergencies may result in the following conditions:

- Temporary disruption of regular school functions and routines
- Significant interference with the ability of students and staff to focus on learning
- Physical and/or psychological injury to students and staff
- Concentrated attention from the community and news media

As a result, students and staff may exhibit a variety of psychological reactions. Once the physical safety of those involved has been ensured, attention must focus on meeting the emotional and psychological needs of students and staff.

Specific procedures relating to crisis management can be found in the Oxnard School District – School Crisis Intervention Team Manual.

Procedure

1. The School Administrator will contact the District Superintendent to establish a Crisis Intervention Team, which has primary responsibility for providing necessary assistance after all types of crises.
2. The District Superintendent will determine whether a District EOC activation is necessary to support school site Crisis Intervention Team operations.
3. The Crisis Intervention Team will assess the range of crisis intervention services needed during and following an emergency.

4. The Crisis Intervention Team will provide direct intervention services for students and staff.
5. The School Administrator, District Superintendent and Crisis Intervention Team will work together to determine when and how school functions should be restored.
6. The Crisis Intervention Team should provide ongoing assessment, if needed, as well as follow-up services, as required.

Suspected Contamination of Food or Water

The following procedure should be followed if any school staff member reports suspected contamination of food or water. This procedure applies where there is evidence of tampering with food or packaging, observation of suspicious individuals in proximity to food or water supplies, or if the school is notified of possible food/water contamination by District staff or local agencies. Indicators of contamination may include unusual odor, color, or taste, and/or multiple persons with unexplained nausea, vomiting, or other illnesses.

Procedure

1. Upon indication of suspected contamination, the School Administrator will work with appropriate school staff to isolate the suspected food/water. Access should be restricted to the contaminated area to prevent consumption of food/water.
2. The School Administrator should call 9-1-1, District Superintendent, Child Nutrition Services and Ventura County Public Health .
3. District Superintendent will determine whether a District EOC activation is necessary to support school site operations.
4. School medical personnel should assess the need for medical attention and provide first aid, as appropriate.
5. The School Administrator and school staff will make a list of all potentially affected students and staff along with their symptoms, the food/water suspected to be contaminated, and the quantity and description of products consumed. The list should be provided to responding authorities.
6. The School Administrator should work with local authorities and District Superintendent to determine necessary follow-up actions, including the need to notify other potentially affected schools in the District.
7. The School Administrator and District Superintendent will work with Ventura County Public Health to determine when normal school operations can resume.
8. The School Administrator will ensure that parents are notified of the incident, as appropriate.

Unlawful Demonstration or Walkout

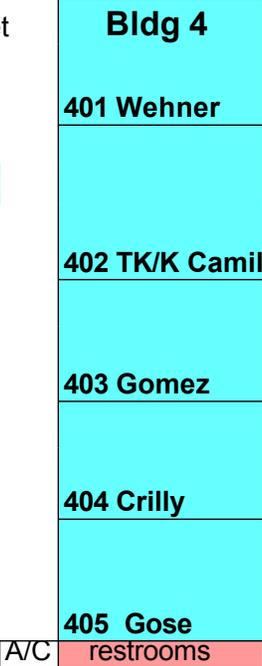
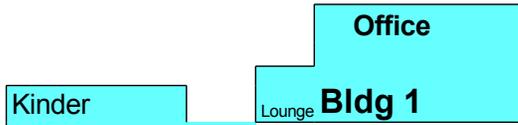
The administrator will contact the District Superintendent for direction.

Emergency Evacuation Map

McKinna School

1611 South J Street

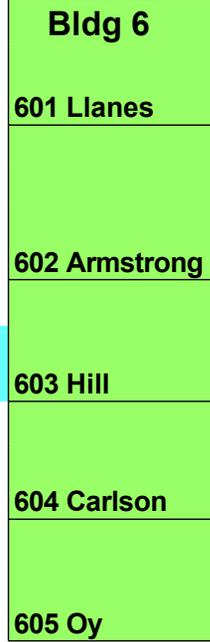
Parking Lot



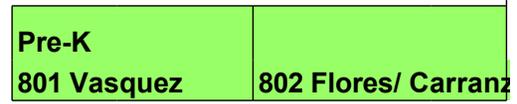
A/C



Playground



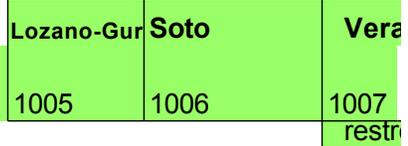
Bldg 8



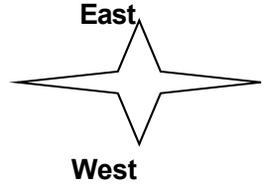
Bldg 9



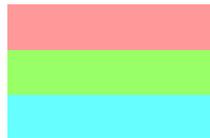
Bldg 10



Bldg 11



Isael De Santiago
Rodolfo Jasso
Randy Diaz



Comprehensive School Safety Plan SB 187 Compliance Document

**2014-2015
School Year**

School: Ramona Elementary School
CDS Code: 56725386055362
District: Oxnard School District
Address: 804 Cooper Road
 Oxnard, CA 93030
Date of Adoption: January 14, 2015

Approved by:

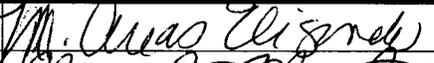
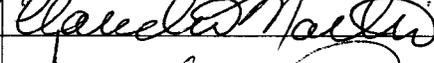
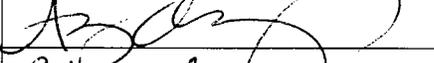
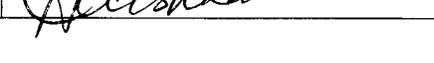
Name	Title	Signature	Date
Mary Arias Elisondo	Principal		2/18/15
Leadership Team	Counselor		3/10/15
English Language Advisory Committee	Representative		3/10/15
School Site Council	Chairperson		2/18/15
School Resource Officer	Officer H. Estrada		3/10/15

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Senate Bill 187: Comprehensive School Safety Plan Purpose

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 AB 115. 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 of the Comprehensive School Safety Plan is available for review at Ramona Elementary School's office.

Safety Plan Vision

The mission of Ramona School is to provide a safe and nurturing environment where students are empowered to become successful lifelong learners, reaching their academic and social potential through a collaborative respectful partnership of parents, families, students, educators, school personnel, and community.

Components of the Comprehensive School Safety Plan (EC 32281)

Ramona Elementary School Safety Committee

Officer Hanna Estrada, Edith Marin, Claudia Casillas-Zuniga, Cynthia Garside, Claudia Martinez and Mary Arias Elisondo

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:

After sharing the school foci of safety and student achievement with staff, parents and the community in 2013-14, it was decided to have a single entry onto the campus and two exits for afternoon dismissal. In 2014-15 the single entry has improved the campus security by minimizing non-staff adults on campus. All visitors and guests continue through the main office to sign-in and out. Parents wishing to speak or visit a classroom are asked to provide advance notice. This year, the closure of a gate at dismissal has created a additional congestion on Juanita Street. Staff, parents and community members have complained about the added traffic and concern for student safety.

In 2013-14 discussions were held on how to best communicate and ensure with our community of parents the need to ask for photo identification when picking up a child early or late. Parents were informed that all staff members are required to carry a staff picture id on their person while on campus. As a safety measure, all parents would be required to provide id without exception.

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. A follow-up was conducted to ensure that recommendations were addressed. Later in the year, the School Resource Officer from the Oxnard Police Department conducted a security inspection with the principal of the campus and made recommendations which were addressed by school personnel or by the district. Also, the Lead Custodian and the principal conduct random safety inspections. 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.

Throughout the day, to ensure that students engage in safe behavior, the school utilizes CHAMPs (a positive reinforcement program). School rules will be explicitly taught and students will receive immediate feedback on their behavior. All 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.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

The staff, School Site Council and the principal will review the programs at the end of each trimester. At this time the effectiveness of programs will be reviewed by comparing incidence of referrals and suspensions. The School Wide Plan should be reviewed by all staff annually. They shall receive a copy SIP day prior to school beginning or the first day of work on site. The safety team shall review the document at the beginning of each trimester. This meeting shall occur prior to the second week of beginning of said trimester. Necessary changes will be communicated to all staff.

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

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 (805 654-3200) or the local Police Department (Oxnard 805 385-7600, Sheriff's Dept. 805 654-2311). 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 Outreach Counselor (ORC) 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.

RAMONA SCHOOL CHILD ABUSE REPORTING PROCEDURES ADVISORY

If in doubt, file! (Call Children and Family Services or the Police Department)

1. Call Children and Family Services immediately to verbally report.
2. Forward completed Child Abuse Report form within 24 hours.
3. Mail copy to superintendent.

Do not pass on the responsibility to report. However, you can/should consult with your supervisor. If you have a reasonable suspicion, you then have a duty to report (reasonable suspicion creates a duty.) The burden of proof is not with you. Children and Family Services will do the investigation. School staff is not liable for defamation if done in the course and scope of your employment (Please see attached).

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

Disaster Plan (See Appendix C-F)

GENERAL: The 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.

A. Mass panic can be one of the greatest dangers to students. Staff members should remember that in times of stress, students will look for leadership to those who are normally in an authoritative position. REMAIN CALM, size up the situation and take action based on known facts and plans.

B. 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.

C. A well-prepared and tested plan for prompt and positive protection minimizes injuries and loss of life in a major disaster.

D. 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.

E. 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.

F. Emergency Announcements will be provided on the following radio stations.

AM Radio Stations:

Ventura: KVTA 1520

Los Angeles: KNX 1070

Spanish: KTRO 1520

FM Radio Stations:

Ventura: KHAY 100.7

Los Angeles: KBIG 104.3

Oxnard: KCAQ105

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.

(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.

- k) Disrupted school activities or otherwise willfully defied the valid authority
- 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.
- 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

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

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: (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.

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.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Whenever a student is identified as violent or dangerous per E.C. 49079 the teacher will be informed by the principal. The teacher shall keep this information in confidence and must not further disseminate it. However, if the teacher believes that the student is improperly placed (or is an immediate danger) these opinions (and related observations) should be shared with the principal immediately. The Student Study Team, and/or District SARB should be used for referral or added support in such cases. The district office also has a responsibility to insure that all appropriate actions are taken to identify, notify and support necessary interventions with regard to violent or dangerous pupils.

NOTICE OF SCHOOL DISRUPTION

Directive to Leave School Grounds Now

Your behavior constitutes an unlawful disruption at school in violation of Penal Code §§ 71, 601 and 626.8, Education Code §§ 44810 and 44811, and/or Code of Civil Procedure § 527.8.

YOU ARE DIRECTED TO LEAVE SCHOOL PROPERTY IMMEDIATELY!

The school district has procedures for resolving complaints and disputes which you may take advantage of if you wish. Please call (805) 487-3918 for further information. People at the Oxnard District Office will assist in situations such as this.

(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 Dr. Jesus Vaca, Assistant Superintendent (805) 487-3918. 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, Pupil Support Services, 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. (Education Code 35294.1)

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.

Ramona Elementary School endorses the principle that dress and grooming of students is the responsibility of the student and parent/guardian and that good taste and good grooming are part of the socialization and learning process. School dress codes are regularly reviewed by the School Site Council and/or School Safety Committee following these board of 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 which could be considered to be "gang" attire, or disruptive to the learning environment.

DRESS STANDARDS

1. Shoes must be worn at all times. Sandals must have heel straps. Thongs or backless shoes or sandals 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, 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 school work; 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 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 bottom of the shorts.
4. 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.
5. Over-sized clothing is inappropriate. Clothing may be no longer than one size larger than the appropriate size. Pants must stay up on hips without 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. 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 are disruptive to the educational process.

ALL STUDENTS WILL BE HELD TO THE RAMONA ELEMENTARY SCHOOL DRESS CODE POLICY

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

Daily
Students will enter Ramona's campus at the gate nearest the cafeteria upon arrival to school. At dismissal time, all students will exit three gates nearest their classrooms.

Any parent wishing to visit a classroom or conduct any other academic business will enter through the main office. All visitors must sign-in and be given an id indicating they have permission to be on campus.

All Oxnard School District employees must have their identification/badge displayed on their person during their time on campus. Any person without proper ID will be asked to return to the office to properly identify themselves.

Drills and Emergency Evacuation - On Campus

Fire drills will be conducted regularly. Upon hearing the prescribed alarm, a series of short bells, all staff and students will leave the buildings and line up in an orderly fashion at the emergency assembly area; playground area along the blacktop as posted with the class room number. The following procedures will be implemented for FIRE AND OTHER EMERGENCY Evacuation.

1. Teachers will evacuate their classrooms and then walk students quietly to the emergency staging area on playground. TEACHERS WILL BRING THEIR FIRST AID PACK AND CLASS LIST WITH THEM.
2. Teachers are to make sure all children and adults have left the room and the classroom door is secure.
3. Classes in the computer lab and library will evacuate and proceed to the emergency staging area following a path that is the safest.
4. Support staff are to take the students with them to the staging area: Psychologist, RSP Teacher, Counselor, ORC, Nurse, ISPs and Healthy Start Staff, etc.
5. At the emergency staging area teachers are to take a head count. Teachers are responsible for knowing where all the students in their charge are at classroom staging area. Any missing children should be noted and reported to the Principal.
6. The all clear signal will be one long bell or a verbal direction given by the principal/designee. At this signal, teachers are to return to the classrooms.

Duck, Cover and Hold Drills Procedure

1. A bell will sound.
2. At the sound of this bell teachers will instruct students to "DUCK, COVER AND HOLD." Students and staff are to go under a table or desk, hold on to the leg of the desk and cover their face with their other hand.
3. Everyone is to stay under their desk until they are told the coast is clear.

Emergency Evacuation - Off Campus

Upon a signal or directive for an "EVACUATION," all students need to line up and proceed to the assigned gates and walk to Colonia Park located along Juanita Avenue. All teachers need to make sure that all students are supervised and accounted for. During the evacuation drill, please lock all doors and close all windows. Playground personnel will make sure that all gates are locked after you exit the school campus. Once you reach Colonia Park, proceed to the baseball diamond on the west side of the park. You are to remain with your students and wait for further instructions. Please make sure all students are in a single line and ready for the administrator's directions.

- Grades in building 1201 and 1202 are to exit through the gate near the kindergarten area and walk to Colonia Park along Cooper Road.
- Grades in building 3 (including Pre-kinder students and personnel) are to exit through the gate near the kindergarten area and walk to Colonia Park along Cooper Road.
- Grades in building 4 (including administration personnel) are to exit through the gate on Cooper Road and next to the administration building and walk to Colonia Park along Cooper Road.
- Grades in building 5 (including computer lab and library personnel) are to exit through the gate next to the library along Bonita Avenue and you are to walk to the park along Bonita and First Street.
- Grades in building 6 (including Cafeteria Personnel) are to exit through gate next to the multi-purpose room and walk to the park along Bonita and First Street.

Then the "Evacuation Drill is over," the Principal or designee will give further instructions.

Teachers and Staff will complete an Emergency Checklist form in the event of a Fire Drills and Emergency Evacuation Drills. See attached.

Lockdown Drills - See Attached

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

Positive School Climate

Element:

CHAMPs Positive Behavioral Interventions and Support Plan

Opportunity for Improvement:

Programs are to be implemented for the 2014-15 school year.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Train New Staff	Train all teachers, Playground Aides and in CHAMPs.	Training offered on-site	Principal	Attendance of Staff to trainings
Implement CHAMPs in classrooms	Staff to attend training and create CHAMPs posters	CHAMPs book and CD	Principal and ORC	Classroom walk-throughs
Implement CHAMPs during meals and assemblies	Staff to attend training and create CHAMPs posters	CHAMPs book and CD	Principal and ORC	Meal time observations

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
Purchase emergency materials as needed	Take inventory of current supplies. Discuss with Committee items to be purchased. Purchase items	School/ District funding	School Office Manager and Principal	Purchase of items
Prepare staff and students for emergencies	Hold monthly emergency drills for fire, evacuation or lockdown		Principal	Log

Component:

Disaster Preparedness

Element:

Campus Safety, Ingress/Egress and Emergency Preparedness

Opportunity for Improvement:

Drills 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	Communicate with parents	Flyers, Connect Ed Calls, one-on-one meetings	Office Manager	Awareness of parents of drill
	Secure drill final location	On-site supplies	ORC/Site Counselor	Site prepared
	Drill	Staff	Principal	Awareness of students as to where to go and the successful return of all students

(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 are intended as guidelines for enhancing the instructional climate and personal safety.

Conduct Code Procedures

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:

1. Provide a starting point for behavior and conduct expected.
2. Provide a framework of expectations, rewards and consequences so we can be consistent and fair in disciplining students.
3. Promote overall school safety and security for each student.
4. Demonstrate our agreement and commitment to developing self-discipline and responsible youth.
5. Provide opportunities for students and parents to participate with school faculty, staff and administration in ensuring the highest possible instructional climate.
6. 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 for Students

- Be regularly in school attendance and be on time for each class.
- Know and obey school rules, regulations and guidelines.
- Behave in such a way that it does not disrupt the learning of others.

- Respect public and private property.

Have a good attitude

Expect success

Accept responsibility

Respect myself and others

Think before acting

Expectations for Parents

- Provide a place and assure that your child is in school and on time each day.
- Provide a place and assure that your child is appropriately prepared for school (dress, nutrition and sleep).
- Be responsible for the pupil's behavior.
- Teach the your child 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 current contact information to the school office for emergencies and to update information as needed.
- 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

- 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" (Keep Your Hands Feet and Other Objects to Yourself - KHFOOTY).
- Obey all school, playground, etc. rules (CHAMPS)
- Use appropriate language.
- Follow district dress/uniform standards.
- 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.

Students May Be Disciplined for the Following Reasons:

- (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.
- aa) Disrupted school activities or otherwise willfully defied the valid authority.
- bb) Knowingly received stolen school property or private property.
- cc) Possessed an imitation firearm.
- dd) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
- ee) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
- ff) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
- gg) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
- k. 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.

Note: Students may be disciplined for acts related to school activities or attendance which occur at any time including:

- a. While on school grounds;
- b. While going to or coming from school;
- c. During the lunch hour whether on or off campus;
- d. During, or going to or coming from, a school sponsored activity.

Other causes of disciplinary action:

- e. Deliberate littering of school premises;
- f. Chewing gum while at school;
- g. Possessing cellular telephones or electronic paging devices;
- h. Misuse of iPADS
- i. Not adhering to the school dress code;
- j. Making bomb threats or false fire alarms;
- k. Setting fires or using explosive devices which threaten or cause damage to human life or property on school grounds or at school sponsored events;
- l. Habitual tardiness/truancy;
- m. 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.

CELL PHONES AND ELECTRONIC DEVICES

It is our policy to prohibit the use of PERSONAL cellular phones or electric devices by students on campus during normal school hours. Students are permitted to possess cellular phones or electronic devices on campus provided that any such device shall remain off and stored in a backpack, pocket, or other place where it is not visible during normal school hours or school sponsored activities. Students are permitted to use cellular phones or electronic devices off campus before and after school. Students must comply anytime a request is made by school personnel to cease the use of a cellular telephone or other device even before or after school. The District is not responsible for lost or stolen cellular telephones or other personal items of value such as iPods, cameras, electronic games, radios, CD players, computers, etc.

Positive Reinforcements

Incentives are used to promote exemplary student conduct.

- *Trimester Assemblies to recognize student achievement.
- *CHAMPS Bucks to promote positive and responsible student interaction.
- *Monthly Character Development Recognition.
- *Classroom CHAMPS rewards.

Bullying

Bullying is unwanted, aggressive behavior among school aged children that involves a real or perceived power imbalance. The behavior is repeated, or has the potential to be repeated, over time. Both kids who are bullied and who bully others may have serious lasting problems.

In order to be considered bullying, the behavior must be aggressive and include:

- An Imbalance of Power: Kids who bully use their power—such as physical strength, access to embarrassing information, or popularity—to control or harm others. Power imbalances can change over time and in different situations, even if they involve the same people.
- Repetition: Bullying behaviors happen more than once or have the potential to happen more than once.

Bullying includes actions such as making threats, spreading rumors, attacking someone physically or verbally, and excluding someone from a group on purpose.

There are three types of bullying:

- Verbal bullying is saying or writing mean things. Verbal bullying includes:
 - o Teasing
 - o Name-calling
 - o Inappropriate sexual comments
 - o Taunting
 - o Threatening to cause harm
- Social bullying, sometimes referred to as relational bullying, involves hurting someone's reputation or relationships. Social bullying includes:
 - o Leaving someone out on purpose
 - o Telling other children not to be friends with someone
 - o Spreading rumors about someone
 - o Embarrassing someone in public
- Physical bullying involves hurting a person's body or possessions. Physical bullying includes:
 - o Hitting/kicking/pinching
 - o Spitting
 - o Tripping/pushing
 - o Taking or breaking someone's things
 - o Making mean or rude hand gestures

Cyberbullying

Cyberbullying is bullying that takes place using electronic technology. Electronic technology includes devices and equipment such as cell phones, computers, and tablets as well as communication tools including social media sites, text messages, chat, and websites. Examples of cyberbullying include mean text messages or emails, rumors sent by email or posted on social networking sites, and embarrassing pictures, videos, websites, or fake profiles.

Report Cyberbullying

When cyberbullying happens, it is important to document and report the behavior so it can be addressed. Steps to Take Immediately:

- Don't respond to and don't forward cyberbullying messages.
- Keep evidence of cyberbullying. Record the dates, times, and descriptions of instances when cyberbullying has occurred. Save and print screenshots, emails, and text messages. Use this evidence to report cyberbullying to web and cell phone service providers.
- Block the person who is cyberbullying.

Report Cyberbullying to Online Service Providers

Cyberbullying often violates the terms of service established by social media sites and internet service providers.

- Review their terms and conditions or rights and responsibilities sections. These describe content that is or is not appropriate.
- Visit social media safety centers to learn how to block users and change settings to control who can contact you.
- Report cyberbullying to the social media site so they can take action against users abusing the terms of service.

Report Cyberbullying to Law Enforcement

When cyberbullying involves these activities it is considered a crime and should be reported to law enforcement:

- Threats of violence
- Child pornography or sending sexually explicit messages or photos
- Taking a photo or video of someone in a place where he or she would expect privacy
- Stalking and hate crimes

Some states consider other forms of cyberbullying criminal. Consult your state's laws and law enforcement for additional guidance.

Report Cyberbullying to Schools

- Cyberbullying can create a disruptive environment at school and is often related to in-person bullying. The school can use the information to help inform prevention and response strategies.

For more information see <http://www.stopbullying.gov/what-is-bullying/definition/index.html>

(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 so as 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 on the basis of 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 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 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.

Safety Plan Appendices

Emergency Contact Numbers

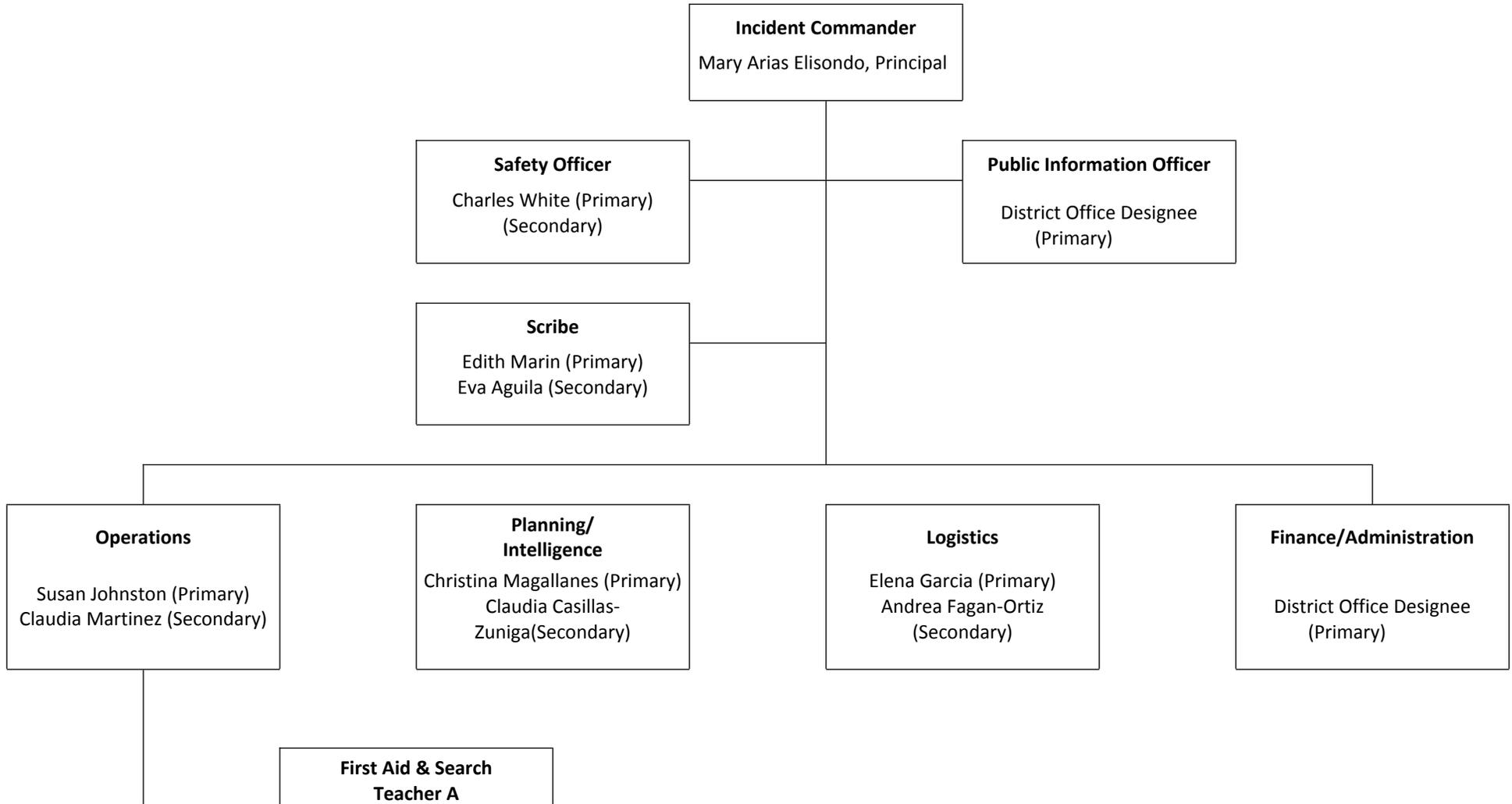
Utilities, Responders and Communication Resources

Type	Vendor	Number	Comments
Law Enforcement/Fire/Paramedic	Ventura County Sheriff's Department	911 Emergency	(805) 388-5700 Camarillo (805) 654-2380 Ventura
Law Enforcement/Fire/Paramedic	Police Department	911 from a land line (805) 486-1663 from a cellular phone	(805) 385-7600 Main Line
Law Enforcement/Fire/Paramedic	Fire/Paramedic Emergency	911 Emergency	(805) 385-7722 Fire Department
City Services	Ventura County Children & Family Services	(805) 654-3200	
Public Utilities	Southern California Edison	(800) 655-4555 0, 2	Non-Emergency, Direct Number
Public Utilities	Southern California Gas	(800) 427-2200 3, 5	(5) is non-residential
Public Utilities	Telephone Repair	611	
Local Hospitals	St. Johns Hospital	(805) 988-2500	
Local Hospitals	Ventura County Medical Center	(805) 652-6120	
Local Hospitals	Community Memorial Hospital	(805) 652-5011	

Safety Plan Review, Evaluation and Amendment Procedures

Activity Description (i.e. review steps, meetings conducted, approvals, etc)	Date and Time	Attached Document (description and location)
September review with plan with staff. Review plan with safety committee at each regular scheduled meeting. January review plan with Leadership Team, Safety Committee and School Site Council. Update plan by February of each year.	February, 2015	

Ramona Elementary School Incident Command System



Ramona Balderas (Primary)
Cindy Morales (Secondary)
Cindy Garside
Bridgett Sims

Search and Rescue/Morgue
Candi Vega
Diana Ornelas

Jose Banuels (PA)
Desiree Madrid (PA)

**Student Release &
Accountability
TeacherB**

Carmen Grande (Primary)
Ana Hunt (Secondary)

Diane Mendoza
Noel Felix
Marilu Lopez
Lori Romero
Araceli Gil-Martinez
Micaela Alvarado
Maria Romero

Maria Serratos (PA)
Maria Jara (PA)
Martha Rodriguez (PA)

Incident Command Team Responsibilities

Standardized Emergency Response Management System Overview

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:

Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency

It is important to note that school administrators are responsible for the health and safety of students and staff during an emergency. Although the following procedures refer to specific actions, school administrators must exercise discretion in implementing standardized procedures and should consider modifications as necessary to ensure the health and safety of all personnel during an emergency. These might include: Earthquake, Hazardous materials, Flooding, Fire, Dam Failure, Transportation Incident (Air, Train, Truck), School Violence, Terrorism, Tsunami, and Public Health Emergency.

Step Two: Identify the Level of Emergency

OSD emergency response and recovery operations will be managed in one of three modes, depending on the magnitude of the emergency/disaster.

Level 1 is a minor incident that is quickly resolved and internal resources or limited help. The District will maintain normal staffing and reporting protocols. At this operational level, the environment is monitored for changes.

Level 2 is a more significant emergency that impacts district buildings and or school sites. For level 2 the Emergency Operations Plan is activated. The EOC will be activated but only those functions that are needed to coordinate and support emergency operations will be activated. The EOC Director will determine the magnitude of the emergency and coordinate its resolution or, if the emergency continues to develop, a Level 3 response will be activated. Other key staff may be alerted, depending on the nature of the emergency.

Level 3 is a disaster that involves the entire District, school sites and the surrounding community. At Level 3, the EOP is activated, and the entire District Emergency management organization is activated.

Step Three: Determine the Immediate Response Action

The staff and students response to any emergency/disaster is based on an understanding of the nature of the emergency/disaster, the potential hazards, the likely response services and knowledge of what individuals and groups should do to increase their chances of survival and recovery.

Immediate action responses may include: Drop cover and hold, Shelter in place, Lock down, Campus Evacuation, Off Campus Evacuation, and/or All Clear.

Step Four: Communicate the Appropriate Response Action

Based on the Emergency, we would activate members of the Emergency Incident Command System.

Pending level of Emergency communication locally is reported to parents by the Connect Ed telephone system. Significant Emergencies are then reported by the District. OSD reports and notifications are to be made to the Ventura County Operational Area via the City of Oxnard and those directives that are currently in place through the SIMS and NIMS plan.

Types of Emergencies & Specific Procedures

Aircraft Crash

1. Call 911 to report the crash. Designate whether private or commercial.
2. Notify the District Office.
3. Establish a Command Post and activate the Incident Command System.
4. Determine if any staff or students are in immediate danger. If necessary, evacuate to a safe area. All others are to remain at their assigned locations.
5. Render first aid as necessary.
6. Take roll and report results to the principal.
7. Assist emergency responders and coordinate activities accordingly.
8. Once civil/military responders have taken charge of the accident area, coordinate the release of students (if necessary) with the District Office.

Animal Disturbance

1. Have all students return to/ remain inside. Instruction can continue but everyone must stay inside.
2. Notify animal control at 805.3857786/Oxnard PD non-emergency number or 911 for emergency situations.
3. If injuries have occurred render first aid as necessary
4. Once animal has been removed return to normal procedures

Armed Assault on Campus

1. Call 911
2. Institute Lockdown - Priority 1 procedures
3. Remain on Lockdown until "All Clear" is instituted by police.

Biological or Chemical Release

CHEMICAL ACCIDENT

1. If you are notified of potentially hazardous release or accident, notify the Superintendent immediately.
2. Render first aid as necessary.
3. Establish a Command Post and implement the Incident Command System.
4. The decision to evacuate the site will be made by the Superintendent based on the recommendations of the principal and/or by competent civil authority.
5. If an evacuation order is imminent, move students and staff to a designated evacuation/shelter area. If evacuation is not imminent, students and staff should remain in classrooms or in assigned areas.
6. Until ordered to evacuate, assume that a "shelter-in-place strategy" will be employed and do the following:
 - 1) Direct all students and staff to remain indoors.
 - 2) Direct all heating and ventilation systems to be shut down.
 - 3) Direct that all windows be closed.

Bomb Threat/ Threat Of violence

All cell phone usage is to terminate immediately at the danger of a bomb or explosion.

1. The receiving person should attempt to keep the caller on the line and complete the form entitled "Bomb Threat Report" (see form following).
2. Contact the police and the District Office.
3. Establish a command post.
4. If appropriate, send staff a written message to search own classroom (see sample emergency message following).
5. If deemed necessary, evacuate. Determine if you will evacuate prior to conducting a search.
6. DO NOT use radios or cellular telephones.
7. An organized search of the campus should be conducted under the direction of the principal or law enforcement agencies.

8. Activate the Incident Command System; Hazard Control Unit.
9. In the event that a suspicious object is located, all personnel should be kept clear of the area until law enforcement agencies have evaluated the conditions.
10. Return to your normal routine only when the principal and the law enforcement agencies are confident that any threat has passed.

Bus Disaster

The following procedures are for use by bus drivers and appropriate school administrators in the event of an earthquake, serious bus accident, or other emergency that occurs while students are on a field trip or being transported to or from school.

This section addresses two possible scenarios involving a bus disaster: (1) an earthquake and (2) a serious accident or bus fire. It is important to note that drivers may need to make spontaneous, independent decisions based on the nature of the emergency, age of the children, location of the bus, and other unique circumstances to ensure children's safety.

Procedure

Scenario 1 – Earthquake

1. Upon first indication of an earthquake, the bus driver should issue Drop, Cover, and Hold procedures to all students on the bus.
2. The bus should be moved away from all power lines, bridges, overpasses, possible landslide conditions, overhanging trees, or other dangerous situations.
3. The bus driver should set the emergency brake, turn off the ignition, and wait for the shaking to stop.
4. The bus driver should check students for any injuries and provide first aid, as appropriate.
5. In the event the bus is disabled, the driver and students should stay in place until help arrives.
6. The bus driver should contact the School Administrator and the District Transportation Director to report the location and condition of students on the bus.
7. The School Administrator will determine what additional appropriate notifications should be made and will brief the District Superintendent on the situation.
8. If the bus driver is instructed to resume the bus route, the driver should continue to pick students up. Students should only be dropped off if a responsible adult is at the bus stop.
9. If it is impossible to return to school, the bus driver should contact the School Administrator and remain with the children until further instructions are received.
10. The bus driver is responsible for all students who board the bus throughout the emergency.

Scenario 2 – Serious Accident or Bus Fire

1. The bus driver will park the bus in a safe location with the emergency brake set and the ignition off.
2. In the event of a fire, students and the driver should evacuate the bus immediately and move to a safe location away from the bus and traffic using available barricades (e.g., trees, cars) when available.
3. The bus driver will immediately call 9-1-1 and provide the exact location of the bus and wait for the arrival of emergency response personnel.
4. The bus driver should check students for injuries and provide appropriate first aid.
5. The bus driver should call the School Administrator and the District Transportation Director (refer to the Essential Contacts in the Appendices of this Plan) to report the location and condition of students.
6. The School Administrator will determine what additional appropriate notifications should be made and will and the District Superintendent on the situation.
7. The bus driver is responsible for accounting for all students throughout the emergency.

Disorderly Conduct

1. Consult with the Police Department and the District to coordinate appropriate protection.
2. Establish a Command Post and an Incident Command System. Notify the Superintendent (805) 487-3918.
3. Inform teachers and staff of the emergency situation. If necessary, signal a "Lockdown".
4. Do not release staff or students without authorization.
5. Screen all persons entering campus. A government issued picture ID (IE: drivers license) will be required.
6. All students and staff are to remain in their respective classrooms and work areas.
7. Lock all doors and windows and close all window blinds or curtains.

8. Avoid window areas.
9. When the emergency is over, signal all clear.

Earthquake

A. INSIDE SCHOOL BUILDING:

1. The teacher, or staff member in authority, will implement action, "DUCK – COVER AND HOLD." Stay inside building until the shaking stops.
2. Try to avoid glass and falling objects, areas where there are large panels of glass and/or heavy suspended light fixtures.
3. Do not use telephones.
4. Implement action, "LEAVE BUILDING" (long bell), when instructed to do so, after the earthquake is over and tremors have subsided. Special consideration should be given to exit routes as some exits have heavy roof structures over the doorways. Go to an open area away from trees, power poles, etc.
5. Avoid touching electrical wires and metal objects such as chain link fences.
6. Render first aid if necessary.
7. Take roll and report missing students to principal.
8. The principal/designee is to establish a command post, assess damage, activate search team and activate the incident command system.
9. Activate a buddy system; determine needs of neighboring schools.
10. Principal to request assistance through school district channels.
11. Notify the District Emergency Operations Center of any breaks in utility lines.
12. The superintendent/designee will determine the advisability of closing the school, based on the report of the principal.

B. IF OUTSIDE:

1. Move away from buildings, playground equipment, utility poles, signs, trees, metal fences, exposed wires and wet areas.
2. The safest place is in the open. Stay there until the earthquake is over.
3. Follow procedures 5 through 12 under "Inside School Building."

C. WALKING TO AND FROM SCHOOL:

1. The safest place is in the open. Stay there.
2. Move away from buildings, utility poles, signs, trees, metal fences and exposed wires.
3. DO NOT RUN! Do "DROP – TAKE COVER."
4. After an earthquake, if on your way TO school, continue to school.
5. After an earthquake, if on your way FROM school, continue home.

D. ON SCHOOL BUS:

1. If possible, the bus driver will pull to the side of the road away from any buildings, poles, and large trees issue command "DROP – TAKE COVER."
2. Turn off ignition and set brakes.
3. Wait until the earthquake is over.
4. If possible, contact dispatch office by radio for instructions.

E. HANDICAPPED STUDENTS:

1. Students with handicap conditions may need special assistance and instruction regarding falling debris. Additional drills may be needed to make certain the procedures are mastered.
2. Each handicapped student's needs should be assessed in relation to the possibility of a disaster and his/her preparedness.

Explosion or Risk Of Explosion

1. DUCK, COVER, AND HOLD command is to be given immediately. Do not approach windows or doors.
2. If the explosion is not in the building, students and staff are to remain at their assigned locations until directed by competent authority.
3. When clear to evaluate/evacuate.
4. If necessary, move to safe assembly areas outside the building and away from the location of the explosion.
5. Render first aid as necessary.
6. Notify authorities (911) and the Superintendent.

7. Activate the Incident Command System.
8. Teachers are to take roll and report missing students to the office.
9. If possible to fight small fires without endangering life, do so.
10. If necessary, notify utility companies of any breaks in their lines.

Fire in Surrounding Area

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Fire on School Grounds

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Flooding

- 1) Warning of an impending flood would normally be received at the endangered location by telephone from the District Office or from a civil agency (police or fire). If access to the Internet is available, the national weather service supplies current weather information, including severe weather warnings at <http://www.nwsla.noaa.gov>.
- 2) Establish a Command Post and communicate with the District Office. The predicted extent of the flood and the amount of time before it arrives will determine the course of action.
- 3) Keep students indoors until it is determined to be safe
- 4) Move students to pre-designated assembly areas if an evacuation is ordered.

5) Teachers are to take roll, complete Disaster Report, and report all missing students to the office.

6) The principal may initiate the following emergency actions:

- Dismiss school.
- Leave campus and move to a safe place

Loss or Failure Of Utilities

1. Notify the appropriate utility company and the District Office.
2. Determine if any power, sewer, gas or water lines are down or ruptured on or adjacent to the campus. If so, activate the Incident Command System.
3. Determine if an evacuation is necessary.
4. Use emergency lighting (flashlights) and open window shades to provide as much light as possible.
5. Should the utility failure be for an extended period, make recommendations to and coordinate activities with the District Office.

Motor Vehicle Crash

1. Call 911 to report the crash.
2. Evaluate situation start first aid where possible
3. Noify the District Ofiice
4. Establish a command post as needed
5. Determine if any staff or students are in immediate danger. If necessary evacuate location to move away from crash.
6. Consult with District Office and Emergency personnel for further direction and coordinate activity as needed.

Psychological Trauma

Many emergencies may result in psychological trauma for students and school staff. These emergencies may include an act of violence; the death of a student or staff member; an earthquake or other natural disaster; a serious environmental problem; or ethnic and racial tensions. Emergencies may result in the following conditions:

- Temporary disruption of regular school functions and routines
- Significant interference with the ability of students and staff to focus on learning
- Physical and/or psychological injury to students and staff
- Concentrated attention from the community and news media

As a result, students and staff may exhibit a variety of psychological reactions. Once the physical safety of those involved has been ensured, attention must focus on meeting the emotional and psychological needs of students and staff.

Specific procedures relating to crisis management can be found in the Oxnard School District – School Crisis Intervention Team Manual.

Procedure

1. The School Administrator will contact the District Superintendent to establish a Crisis Intervention Team, which has primary responsibility for providing necessary assistance after all types of crises.
2. The District Superintendent will determine whether a District EOC activation is necessary to support school site Crisis Intervention Team operations.
3. The Crisis Intervention Team will assess the range of crisis intervention services needed during and following an emergency.
4. The Crisis Intervention Team will provide direct intervention services for students and staff.
5. The School Administrator, District Superintendent and Crisis Intervention Team will work together to determine when and how school functions should be restored.
6. The Crisis Intervention Team should provide ongoing assessment, if needed, as well as follow-up services, as required.

Suspected Contamination of Food or Water

The following procedure should be followed if any school staff member reports suspected contamination of food or water. This procedure applies where there is evidence of tampering with food or packaging, observation of suspicious individuals in proximity to

food or water supplies, or if the school is notified of possible food/water contamination by District staff or local agencies. Indicators of contamination may include unusual odor, color, or taste, and/or multiple persons with unexplained nausea, vomiting, or other illnesses.

Procedure

1. Upon indication of suspected contamination, the School Administrator will work with appropriate school staff to isolate the suspected food/water. Access should be restricted to the contaminated area to prevent consumption of food/water.
2. The School Administrator should call 9-1-1, District Superintendent, Child Nutrition Services and Ventura County Public Health .
3. District Superintendent will determine whether a District EOC activation is necessary to support school site operations.
4. School medical personnel should assess the need for medical attention and provide first aid, as appropriate.
5. The School Administrator and school staff will make a list of all potentially affected students and staff along with their symptoms, the food/water suspected to be contaminated, and the quantity and description of products consumed. The list should be provided to responding authorities.
6. The School Administrator should work with local authorities and District Superintendent to determine necessary follow-up actions, including the need to notify other potentially affected schools in the District.
7. The School Administrator and District Superintendent will work with Ventura County Public Health to determine when normal school operations can resume.
8. The School Administrator will ensure that parents are notified of the incident, as appropriate.

Emergency Evacuation Map

Oxnard School District
 Child Abuse Reporting Procedures Flow Chart

Staff Member Suspects Abuse
 -Emotional
 -Physical
 -Sexual
 -Neglect

Note: It is helpful to complete the abuse reporting form before calling to help respond to the questions.

Employee Immediately Calls
 Oxnard Police Department
 24 Hours
Emergency 911
Non-Emergency (805) 385-7740

OR

Employee Immediately Calls
 Human Services Agency (HSA)
 Ventura County Adult & Child
 Abuse Reporting Hot-Line
 24 Hours
 (805) 654-3200

-1-
Call

Employee Completes Abuse Form DOJ
 Form SS 8572 (Rev. 12/02)
 (NCR Form - Not a Copy)
 Document Person and Agency
 Reported to in Phone Call

-2-
Fax (805) 654-5597

Employee Notifies
 Site Administrator

Employee keeps YELLOW
 copy for own records

Oxnard Police Sexual
 Assault and Family
 Violence Unit
 251 South "C" Street
 Oxnard, CA 93030

Employee mails
 original form to
 agency/Person that
 abuse was reported
 to within 36 hours.

Human Services Agency
 Adult & Child Family
 Services
 4245 Market Street
 Ste. #204
 Ventura, CA 93003

-3-

Give PHOTO Copy to
 Administrator and
 Superintendent

Not to be placed in
 student's file

Direct to Irene / Rosie

Administrator files
 PHOTO copy for
 documentation.

-4-
Fax/
Scan

Superintendent's Office
 files PHOTO copy for
 documentation.

Superintendent's Assistant
 will keep and maintain a file
 of all reports.

-5-

Done: HSA will either call
 or mail an update

Emergency Evacuation School Site Safety Check

Students in Office: _____

Visitors in Office: _____

Person #1

Person #2

Alternate

During School Hours

Revision of Buildings:	Computer Lab Tech <small>(Bldgs. Pre-school, 3, 4, 9, 10, 12)</small>	Lead Custodian <small>(Bldgs. 1, 2, 5, 6, 7, 8)</small>	Playground Staff
Buildings Clear Check-Off:	Administrator/Designee		Office Manager
Collecting Green Sheets:	ORC	Counselor	Playground Staff
Support Staff / NfLCount:	Attendance Tech		Office Manager
Emergency Runners:	_____	_____	_____
Turn off the alarm:	Administrator/Designee		Custodian
Speaker giving all clear:	Office Manager		Counselor

After School Hours

Revision of Buildings:	Custodian #1 <small>(Bldgs. Pre-school, 3, 4, 9, 10, 12)</small>	Custodian #2 <small>(Bldgs. 1, 2, 5, 6, 7, 8)</small>	Computer Tech
Buildings Clear Check-Off:	Administrator/Designee		ASP Coor.
Collecting Green Sheets:	ORC	Counselor	ASP Coor.
Support Staff Count:	Attendance Tech		ASP Coor.
Emergency Runners:	_____	_____	_____
Turn off the alarm:	Administrator/Designee		Custodian
Speaker giving all clear:	Office Manager		ASP Coor.

Notes:

*** All support staff meet at Command Center**

* Office Manager or alternate - The following numbers need to be called to notify of emergency:

DIAL – **(805) 485-0528** Oxnard School District - **(805) 385-1501 ext.2031** Oxnard Fire Department - **(805) 487-6311**
 El Centrito Pre-school – **(805) 483-3653**



Oxnard School District Oxnard Police Department



How To Keep Your Kids Safe During Dropping Off and Pick Up Times

Troubling Statistics

In the year 2007, according to the California Office of Traffic Safety:

- 21% of pedestrians injured or killed were under the age of 15 years old

TEN TIPS For Drivers Who Pick Up And Drop Off Children At School

1. BUCKLE UP PASSENGERS.

- It's the law. [California Vehicle Code 27315(d)(1) and 27360.5(a)]
- One child per seat and belt. [California Vehicle Code 27315(d)(1) and 27360.5(a)]

2. DRIVE AT A SAFE SPEED.

- School areas can be hazardous. [California Vehicle Code 22350]
- Twenty-five miles-per-hour *maximum* when children are present.

3. LEARN AND OBEY THE RIGHT-OF-WAY RULES.

- Don't create traffic gridlock. [California Vehicle Code 22526(a)]
- Yield *right-of-way* when required.

4. U-TURN ONLY IF SAFE AND LEGAL.

- Never block other traffic. [California Vehicle Code 22102]
- Avoid U-turns in school zones, congested areas or close to an intersection.

5. OBEY PARKING RULES WHEN YOU STOP OR PARK.

- Don't park — even temporarily — where it's illegal. [California Vehicle Code 22500]
- Don't block other vehicles. [California Vehicle Code 22500]

6. USE DESIGNATED AREAS TO DROP OFF OR PICK UP.

- Always pull to the curb.
- Load/unload on the curb side.

7. TRY NOT TO STOP ACROSS FROM THE SCHOOL.

- Send children to a crosswalk if you must stop across the street.
- Never direct or allow a child to cross unsafely.

8. HAVE CHILDREN CROSS ONLY WHERE SAFE.

- Marked crosswalks are best.
- Unmarked crosswalks at intersections are OK, too.

9 WALK *WITH THEM* — After You Park Farther Away.

- You reduce congestion close to the school.
- You can use this time to talk about traffic safety.

10. OTHER IMPORTANT GUIDELINES.

- Praise good behavior — how they walk, check for traffic and cross.
- Cooperate with adults who are directing traffic.

By following these simple recommendations, parents can play a key role in keeping their children safe. In the United States, more children die as a result of motor vehicle incidents than from any disease. Almost a fourth of these deaths were young pedestrians. This flyer offers a few simple recommendations to help parents get their children to school safely.

For more information regarding traffic safety, visit the National Highway Traffic Safety Administration website at www.nhtsa.gov



Distrito Escolar de Oxnard Departamento de Policia de Oxnard



Cómo mantener a sus hijos seguros a la hora de dejarlos y recogerlos en la escuela

Estadísticas alarmantes

En 2007, de acuerdo al Departamento de Control de Seguridad Vehicular de California:

- El 21% de los peatones lesionados o fallecidos fueron menores de 15 años de edad.

Diez Consejos para los conductores que dejan y recogen a sus hijos en la escuela:

1. LOS PASAJEROS DEBEN ABROCHARSE LOS CINTURONES DE SEGURIDAD.

- Es la ley. [Código Vehicular de California 27315(d)(1) y 27360.5(a)]
- Cada niño debe ir en su asiento y llevar puesto su cinturón de seguridad. [Código Vehicular de California 27315(d)(1) y 27360.5(a)]

2. CONDUZCA A UNA VELOCIDAD PRUDENTE.

- Las escuelas pueden ser zonas de peligro. [Código Vehicular de California 22530]
- Veinticinco millas por hora máximo cuando estén presentes niños.

3. APRÉNDASE Y OBEDEZCA LAS REGLAS DEL DERECHO DE PASO

- No crear estancamientos [Código Vehicular de California 22526(a)]
- Cuando sea requerido ceda el paso.

4. HAGA UNA VUELTA EN "U" (GIRAR A LA IZQUIERDA) ÚNICAMENTE SI ES SEGURO Y PERMITIDO.

- Nunca obstruya el paso del tráfico. [Código Vehicular de California 22102]
- Evite vueltas en "U" o girar a la izquierda en las zonas escolares, áreas congestionadas o cerca de una intersección.

5. OBEDEZCA LAS REGLAS DE APARCAMIENTO, CUANDO HAGO UN ALTO O SE ESTACIONE.

- NO se estacione ni siquiera temporalmente en zonas donde sea ilegal. [Código Vehicular de California 22500]
- NO obstruya el paso de los otros vehículos. [Código Vehicular de California 22500]

6. UTILICE LAS ÁREAS ASIGNADAS PARA DEJAR O RECOGER AL ESTUDIANTE.

- Siempre acérquese a la acera (la banqueta).
- Deje y recoja a los estudiantes cerca de la acera.

7. EVITE PARARSE ENFRENTA DE LA ESCUELA.

- Si es necesario pararse en medio de la calle dígame a los niños que atraviesen por el cruce peatonal.
- Nunca le indique o permita que un niño cruce la calle cuando sea peligroso.

8. ENSÉÑELE A LOS NIÑOS A CRUZAR EN UNA ZONA SEGURA.

- Los cruces peatonales son los mejores y las zonas más seguras para cruzar.
- Las zonas no marcadas en las intersecciones también son apropiadas.

9. CAMINE CON ELLOS – DESPUÉS DE QUE USTED SE ESTACIONE LEJOS DE LA ESCUELA.

- Así ayuda a reducir el congestionamiento de tráfico que se crea cerca de la escuela.
- Así utiliza este tiempo para hablarle a su hijo sobre la seguridad del tráfico.

10. OTRAS REGLAS IMPORTANTES.

- Déles halagos por portarse bien - ejemplo: por caminar apropiadamente, por observar el tráfico y al cruzar.
- Coopere con los adultos que están dirigiendo el tráfico.

Cuando se ponen en práctica estas simples recomendaciones, los padres desempeñan un papel importante al mantener a sus hijos seguros. En los Estados Unidos, mueren más niños a causa de accidentes de tránsito que de cualquier otra enfermedad. Cerca de un cuarto de estas muertes fueron de peatones jóvenes. Este boletín provee unas cuantas simples recomendaciones para ayudar a los padres a que el proceso de dejar a sus hijos en la escuela sea seguro.

Para más información referente a la seguridad vehicular, visite la página de Internet: Administración Nacional de Seguridad del Tráfico en las Carreteras en www.nhtsa.gov

Comprehensive School Safety Plan SB 187 Compliance Document

**2014-2015
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 23, 2015

Approved by:

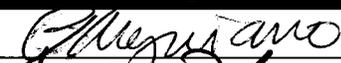
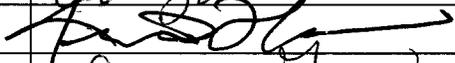
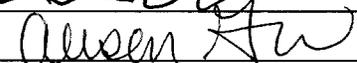
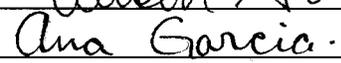
Name	Title	Signature	Date
Bertha M. Anguiano	Principal		2/23/15
Kevin Thompson	SRO		3-2-15
Allison Grau	SSC President		2-23-15
Ana Garcia	SSC member and ELAC Chair		3-2-15

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Senate Bill 187: Comprehensive School Safety Plan Purpose

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 AB 115. 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 of the Comprehensive School Safety Plan is available for review at Emilie Ritche Elementary School's office.

Safety Plan Vision

At Emilie Ritche School, we are committed to providing all students with a safe, nurturing, success-oriented learning environment which implements a curriculum that aligns standards, instruction and assessment while fostering self-esteem and mutual respect.

Components of the Comprehensive School Safety Plan (EC 32281)

Emilie Ritzen Elementary School Safety Committee

Bertha M. Anguiano, Officer Thompson, Joanna Hart, Barry Gaynor, Stephanie Almstrom, Erica Walker

Assessment of School Safety

Assessment of School safety

The School Resource Officer from the Oxnard Police Department conducted a security inspection with the principal of the campus and made recommendations which were addressed by school personnel or by the district. A major consideration was to close the campus to all adults before school in the morning. This recommendation was put into effect with the new Closed Campus Policy which was instituted last school year.

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 regular 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 he district office.

Example of Strageties

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 Safety Committee meets on a regular basis to review all safety and security procedures and make any necessary recommendations and changes.

The monthly safety checks also provide informaiton about any necessary changes.

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 relevenat parent groups. Once the input has been obtained, a system of communciation goes into effect to make sure all stakeholders are made aware of the changes.

In order to ensure that students engage in safe behavior, the school utilizes the CHAMPS positive behavior support program. These are the school rules. Students are expected to follow the rules and teachers reinforce the rules in their classrooms, cafeteria, hallways, library, and lab. Discipline is applied when the expectations are not adhered to.

Security has been increased by making the campus a Closed Campus. All students enter through the lobby doors. Adults who are not employees on campus must check in at the office, sign in and obtain a visitor's badge at any time.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

Annually update the CSSP with input from parents and community members.

The OPD will conduct and annual threat assessment of the campus and make recommendations to prinicipal and staff.

Conduct monthly drills including earthquake, fire and lockdown drills to practice procedures.

Conduct annual inventory of emergency equipment and replace as needed.

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

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.

If in doubt, file! (Call Children and Family Services or the Police Department)

Call Children and Family Services immediately to verbally report.

Forward completed Child Abuse Report form within 36 hours.

Do not pass on the responsibility to report. However, you can/should consult with your supervisor.

If you have a reasonable suspicion, you then have a duty to check (reasonable suspicion creates a duty.)

The burden of proof is not with you. Children and Family Services will do the investigation.

School staff is not liable for defamation if done in the course and scope of your employment.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

Disaster Plan (See Appendix C-F)

GENERAL: The 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.

A. Mass panic can be one of the greatest dangers to students. Staff members should remember that in times of stress, students will look for leadership to those who are normally in an authoritative position. REMAIN CALM, size up the situation and take action based on known facts and plans.

B. 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.

C. A well-prepared and tested plan for prompt and positive protection minimizes injuries and loss of life in a major disaster.

D. 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.

E. 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.

F. Emergency Announcements will be provided on the following radio stations.

AM Radio Stations:

Ventura: KVTA 1520

Los Angeles: KNX 1070

Spanish: KTRO 1520

EM Radio Stations:

Ventura: KHAY 100.7

Los Angeles: KBIG 104.3

Oxnard: KCAQ105

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.

(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.
 - k) Disrupted school activities or otherwise willfully defied the valid authority
 - 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.
 - 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

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

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: (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.

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.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Whenever a student is identified as violent or dangerous per E.C. 49079 the teacher will be informed by the principal. The teacher shall keep this information in confidence and must not further disseminate it. However, if the teacher believes that the student is improperly placed (or is an immediate danger) these opinions (and related observations) should be shared with the principal immediately. The Student Study Team, and/or District SARB should be used for referral or added support in such cases. The district office also has a responsibility to insure that all appropriate actions are taken to identify, notify and support necessary interventions with regard to violent or dangerous pupils.

NOTICE OF SCHOOL DISRUPTION

Directive to Leave School Grounds Now

Your behavior constitutes an unlawful disruption at school in violation of Penal Code §§ 71, 601 and 626.8, Education Code §§ 44810 and 44811, and/or Code of Civil Procedure § 527.8.

YOU ARE DIRECTED TO LEAVE SCHOOL PROPERTY IMMEDIATELY!

The school district has procedures for resolving complaints and disputes which you may take advantage of if you wish. Please call (805) 487-3918 for further information. People at the Oxnard District Office will assist in situations such as this

(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 WHO?, Assistant Superintendent (805) 487-3918. 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, Pupil Support Services, 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)

EMILIE RITCHEN SCHOOL DRESS POLICY

All students will be held to the Emilie Ritche 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. The following will be strictly adhere 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. (Education Code 35294.1)

The Emilie Ritche Dress 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 insure a safe and secure environment in which to offer a quality education. School's have the authority under State law to restrict the wearing of clothes, which could be considered to be "gang" attire. 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 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 with a T-shirt underneath.
- Oversized 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. 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.

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 se permiten en la escuela las chaquetas de los equipos profesionales o colegiales.
- Están prohibidos los accesorios de metal que presentan un peligro para la salud o la seguridad.
- 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. Las camisas se deberán usar fajadas, mientras permanezcan en la escuela o asistan a excursiones escolares o actividades patrocinadas por el distrito escolar.
- 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 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 los zapatos y sandalias sin correas detrás del talón no son apropiados por razones de seguridad.
- Se permite usar sombreros afuera del salón. Ninguna clase de símbolos relacionados con las pandillas es aceptable en los sombreros. Las gorras serán permitidas siempre y cuando sean las gorras oficiales de la escuela, gorras impermeables, o sombreros que formen parte de algún vestido.
- 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)

Emilie Ritche 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. Supervisors are campus supervisors, teachers, instructional aides, custodial staff and administrators. Public Meetings – PTA, ELAC, Title I Parent Meeting, SSC and Coffee with the Principal – 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 through the school year by emailing the principal or making an appointment.

At the beginning of every school year, families and guardians are asked to provide emergency contact information for their children. These contacts must be 18 years of age and older and will be asked for ID before a child is allowed to leave with them. If phone numbers and other contact information change during the school year, please update your 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, parking lot will be closed off and NO student drop off will be allowed. Only staff will be allowed to enter the parking lot until 8:40 am. Closing the parking lot to cars was agreed upon during the above mentioned public meetings because of the careless driving practices of those dropping students off and students walking between and among cars. 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 Gallatin Place side of the school and exit toward Cabrillo Way. There will be cones on side walk indicating drop off points. When entering the Gallatin side of the school driveway, cars should be pulled 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 drive way, since this will cause traffic to back up. Always pull as far forward as possible when dropping off students. 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 student 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 8:00 and later, 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 8:00AM due to lack of supervision. No students are to be in classrooms or hallways unattended. At the first bell, 8:35, 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 8:40 will be stopped and asked to wait for a "tardy slip" to take to their class.

Upon dismissal at 2:50 PM, parking lot will be closed off and NO student pick up will be allowed. Closing the parking lot to cars was agreed upon during the above mentioned public meetings because of the careless driving practices of those picking students up and students walking between and among cars. 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 Gallatin Place side of the school and exit toward 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.

Staff members will supervise students at dismissal in the front of the building and on the back asphalt area. All students are to be picked up immediately following dismissal. Dismissal time for Transitional Kinder and Kindergarten students is 1:57pm. All Transitional Kinder and Kindergarten students must be picked up no later than 2:05 pm. Those students who walk are to leave campus at dismissal time unless arrangements have been made with Emilie Ritchen 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. Ritchen's Administration is working with Oxnard Police Department, the City of Oxnard, district Risk Management and Facilities personnel to create a safer Kindergarten drop off and/or pick up.

After school dismissal can be a very hectic time at Emilie Ritchen. Parents are asked never to park and leave their vehicle behind another car parked in the lot. Please park on the street or in an empty parking space in the front lot. If parents park across the street from the school, they are asked to walk to the front of the school to meet their student(s) and escort them across the street. The fire lane is to remain clear of parked cars. This is for pick up and drop off only. Buses will be provided room to park to drop off and pick up students daily.

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 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. All staff is responsible for monitoring hallways, restrooms, etc.

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, procedures for clearance to do so must be followed and cleared names will be provided by the district office only.

Gates and Door Security

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. The kindergarten playground area gate will be used for PreSchool student drop off and pick up ONLY. PreK staff will monitor gate. All other 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
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; Enrichment Fridays, 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 behaviors and decrease negative. 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 of SSC, ELAC, Title I meetings, Coffee with the principal to gain information provided	CHAMPS, ORC, Parenting Meetings, Resource Officer,	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 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 physical plant 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 close Campus safe from intruders.	<ol style="list-style-type: none"> 1. Treat assessment with OPD 2. Schedule quarterly lockdown drills 3. Ensure gate locks are working and used. 		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 safety issues to the clerk so support can be requested through OPRA system. 2. Share safe school plan information to all stakeholders during parent meetings 	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	Office Referrals Teacher reports OPD reports
Communicate Safety Plans to the Community	Share safe school plan information with all stakeholders during parent meetings	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

Conduct Code Procedures

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

At Emilie Ritche School, 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 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 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.
Develop a sense of trust and safety between the teacher and students
Consistently enforce classroom rules and district rules and policies using CHAMPS as a means to understand and reinforce safety rules.
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 and support provided through the implementation of CHAMPS.
Consistently monitor classroom, school and district rules and policies and implementation of CHAMPS.
Counsel with students and inform 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 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.

Students May Be Disciplined for the Following Reasons:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
 - (3) Willfully used force or violence upon the person of another, except in self-defense.
 - r) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
 - s) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
 - t) 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.
 - u) Committed or attempted to commit robbery or extortion.
 - v) Caused or attempted to cause damage to school property or private property.
 - w) Stole or attempted to steal school property or private property.
 - x) Possessed or used tobacco, or tobacco products.
 - y) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - z) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - aa) Disrupted school activities or otherwise willfully defied the valid authority
 - bb) Knowingly received stolen school property or private property.
 - cc) Possessed an imitation firearm.
 - dd) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - ee) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - ff) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - gg) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - 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.

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 Reinforcements

Incentives are used to promote exemplary student conduct.

Student sense of accomplishment and pride

Recognition for appropriate behavior

Eagle Dollar Store

End of the year activities

(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 so as 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 on the basis of 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

September review plan with staff. Safety plan is reviewed for advisement by Leadership Team, Safety Committee and ELAC Committees. Update plan by February of each year or when requested by District Office Personnel and is approved by SSC.

Safety Plan Appendices

Emergency Contact Numbers

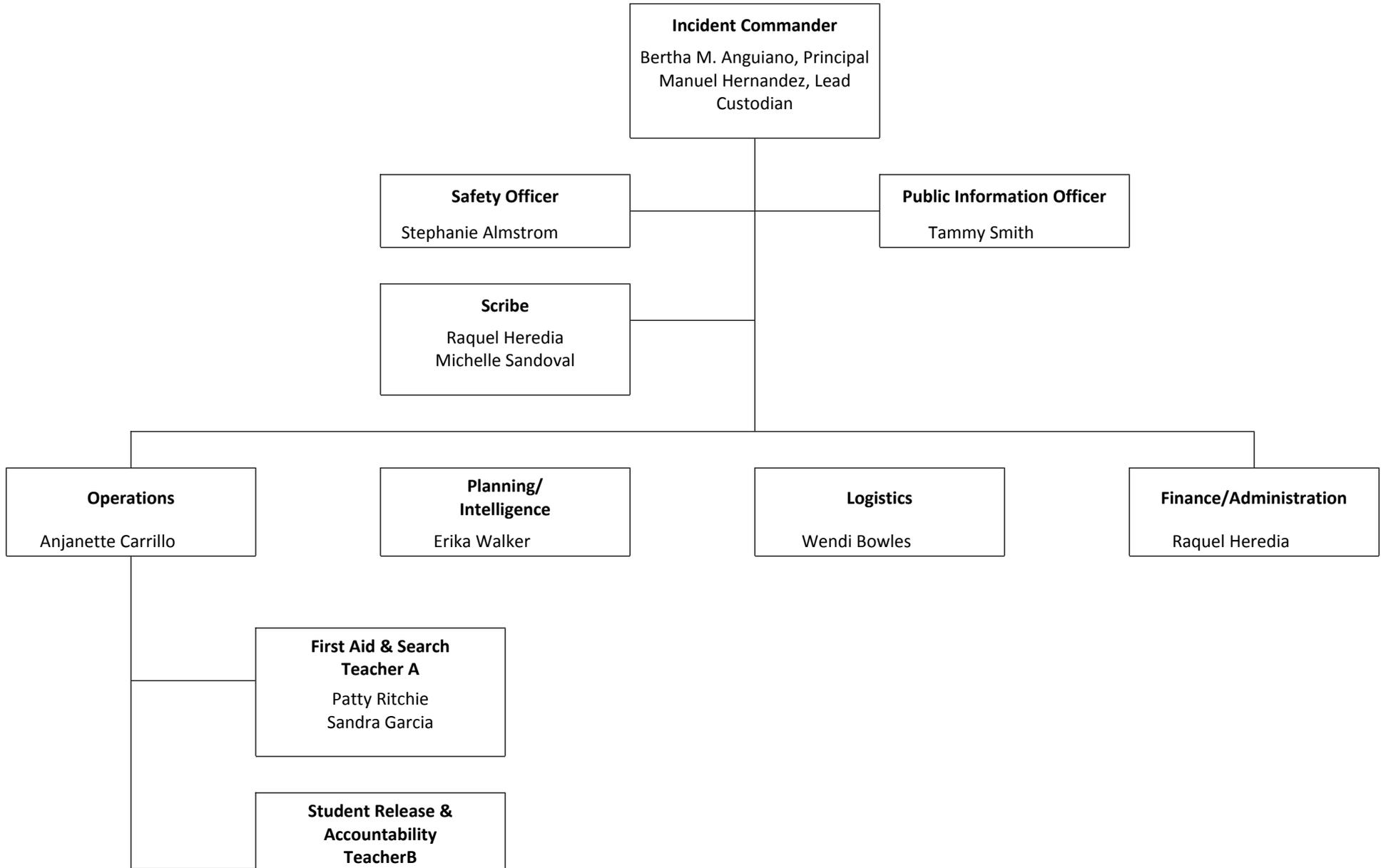
Utilities, Responders and Communication Resources

Type	Vendor	Number	Comments
Law Enforcement/Fire/Paramedic	Ventura County Sheriff's Department	911	
Law Enforcement/Fire/Paramedic	Police Department	911 from a land line; 486-1663 from cell phone	
Law Enforcement/Fire/Paramedic	Fire/Paramedic Emergency	911	
Law Enforcement/Fire/Paramedic	Ventura County Children & Family Services	654-3200	Human Resources Department
Public Utilities	Southern California Edison	1-800-655-4555 - 0	
Public Utilities	Southern California Gas	1(800) 427-2200 - 1	
Public Utilities	Telephone Repair	611	
Local Hospitals	St. Johns Hospital	988-2500	
Local Hospitals	Ventura County Medical Center	652-6000	
Local Hospitals	Community Memorial Hospital	652-5011	

Safety Plan Review, Evaluation and Amendment Procedures

Activity Description (i.e. review steps, meetings conducted, approvals, etc)	Date and Time	Attached Document (description and location)
September review plan with staff. Update plan by February of each year or when requested by District Office Personnel and is approved by SSC.	August 2014	
Review plan with Leadership Team, Safety Committee and ELAC Committees.	January 2015	
Review plan with safety committee at each regularly scheduled meeting.	Bi-Monthly from January 2015 to June 2015	
Annual plan update to be completed.	February 2015	School Site Council Meeting, Ritche Library

Emilie Ritche Elementary School Incident Command System



Lorena Hurtado
Tobi Schwenk

Incident Command Team Responsibilities

Standardized Emergency Response Management System Overview

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:

Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency

It is important to note that school administrators are responsible for the health and safety of students and staff during an emergency. Although the following procedures refer to specific actions, school administrators must exercise discretion in implementing standardized procedures and should consider modifications as necessary to ensure the health and safety of all personnel during an emergency. These might include: Earthquake, Hazardous materials, Flooding, Fire, Dam Failure, Transportation Incident (Air, Train, Truck), School Violence, Terrorism, Tsunami, and Public Health Emergency.

Step Two: Identify the Level of Emergency

OSD emergency response and recovery operations will be managed in one of three modes, depending on the magnitude of the emergency/disaster.

Level 1 is a minor incident that is quickly resolved and internal resources or limited help. The District will maintain normal staffing and reporting protocols. At this operational level, the environment is monitored for changes.

Level 2 is a more significant emergency that impacts district buildings and or school sites. For level 2 the Emergency Operations Plan is activated. The EOC will be activated but only those functions that are needed to coordinate and support emergency operations will be activated. The EOC Director will determine the magnitude of the emergency and coordinate its resolution or, if the emergency continues to develop, a Level 3 response will be activated. Other key staff may be alerted, depending on the nature of the emergency.

Level 3 is a disaster that involves the entire District, school sites and the surrounding community. At Level 3, the EOP is activated, and the entire District Emergency management organization is activated.

Step Three: Determine the Immediate Response Action

The staff and students response to any emergency/disaster is based on an understanding of the nature of the emergency/disaster, the potential hazards, the likely response services and knowledge of what individuals and groups should do to increase their chances of survival and recovery.

Immediate action responses may include: Drop cover and hold, Shelter in place, Lock down, Campus Evacuation, Off Campus Evacuation, and/or All Clear.

Step Four: Communicate the Appropriate Response Action

Based on the Emergency, we would activate members of the Emergency Incident Command System.

Pending level of Emergency communication locally is reported to parents by the Connect Ed telephone system. Significant Emergencies are then reported by the District. OSD reports and notifications are to be made to the Ventura County Operational Area via the City of Oxnard and those directives that are currently in place through the SIMS and NIMS plan.

Types of Emergencies & Specific Procedures

Aircraft Crash

1. Call 911 to report the crash. Designate whether private or commercial.
2. Notify the District Office.
3. Establish a Command Post and activate the Incident Command System.
4. Determine if any staff or students are in immediate danger. If necessary, evacuate to a safe area. All others are to remain at their assigned locations.
5. Render first aid as necessary.
6. Take roll and report results to the principal.
7. Assist emergency responders and coordinate activities accordingly.
8. Once civil/military responders have taken charge of the accident area, coordinate the release of students (if necessary) with the District Office.

Animal Disturbance

If a stray or troublesome animal is reportedly on campus, all children will be secured in their classrooms, playground evacuated and staff will call animal control.

Armed Assault on Campus

1. Call 911
2. Institute Lockdown - Priority 1 procedures
3. Remain on Lockdown until "All Clear" is instituted by police.

Biological or Chemical Release

1. If you are notified of potentially hazardous release or accident, notify the Superintendent immediately.
2. Render first aid as necessary.
3. Establish a Command Post and implement the Incident Command System.
4. The decision to evacuate the site will be made by the Superintendent based on the recommendations of the principal and/or by competent civil authority.
5. If an evacuation order is imminent, move students and staff to a designated evacuation/shelter area. If evacuation is not imminent, students and staff should remain in classrooms or in assigned areas.
6. Until ordered to evacuate, assume that a "shelter-in-place strategy" will be employed and do the following:
 - 1) Direct all students and staff to remain indoors.
 - 2) Direct all heating and ventilation systems to be shut down.
 - 3) Direct that all windows be closed.

Bomb Threat/ Threat Of violence

1. The receiving person should attempt to keep the caller on the line and complete the form entitled "Bomb Threat Report" (see form following).
2. Contact the police and the District Office.
3. Establish a command post.
4. If appropriate, send staff a written message to search own classroom (see sample emergency message following).
5. If deemed necessary, evacuate. Determine if you will evacuate prior to conducting a search.
6. DO NOT use radios or cellular telephones.
7. An organized search of the campus should be conducted under the direction of the principal or law enforcement agencies.
8. Activate the Incident Command System; Hazard Control Unit.
9. In the event that a suspicious object is located, all personnel should be kept clear of the area until law enforcement agencies have evaluated the conditions.
10. Return to your normal routine only when the principal and the law enforcement agencies are confident that any threat has passed.

Bus Disaster

The following procedures are for use by bus drivers and appropriate school administrators in the event of an earthquake, serious bus accident, or other emergency that occurs while students are on a field trip or being transported to or from school.

This section addresses two possible scenarios involving a bus disaster: (1) an earthquake and (2) a serious accident or bus fire. It is important to note that drivers may need to make spontaneous, independent decisions based on the nature of the emergency, age of the children, location of the bus, and other unique circumstances to ensure children's safety.

Procedure

Scenario 1 – Earthquake

1. Upon first indication of an earthquake, the bus driver should issue Drop, Cover, and Hold procedures to all students on the bus.
2. The bus should be moved away from all power lines, bridges, overpasses, possible landslide conditions, overhanging trees, or other dangerous situations.
3. The bus driver should set the emergency brake, turn off the ignition, and wait for the shaking to stop.
4. The bus driver should check students for any injuries and provide first aid, as appropriate.
5. In the event the bus is disabled, the driver and students should stay in place until help arrives.
6. The bus driver should contact the School Administrator and the District Transportation Director to report the location and condition of students on the bus.
7. The School Administrator will determine what additional appropriate notifications should be made and will brief the District Superintendent on the situation.
8. If the bus driver is instructed to resume the bus route, the driver should continue to pick students up. Students should only be dropped off if a responsible adult is at the bus stop.
9. If it is impossible to return to school, the bus driver should contact the School Administrator and remain with the children until further instructions are received.
10. The bus driver is responsible for all students who board the bus throughout the emergency.

Scenario 2 – Serious Accident or Bus Fire

1. The bus driver will park the bus in a safe location with the emergency brake set and the ignition off.
2. In the event of a fire, students and the driver should evacuate the bus immediately and move to a safe location away from the bus and traffic using available barricades (e.g., trees, cars) when available.
3. The bus driver will immediately call 9-1-1 and provide the exact location of the bus and wait for the arrival of emergency response personnel.
4. The bus driver should check students for injuries and provide appropriate first aid.
5. The bus driver should call the School Administrator and the District Transportation Director (refer to the Essential Contacts in the Appendices of this Plan) to report the location and condition of students.
6. The School Administrator will determine what additional appropriate notifications should be made and will and the District Superintendent on the situation.
7. The bus driver is responsible for accounting for all students throughout the emergency.

Disorderly Conduct

1. Consult with the Police Department and the District to coordinate appropriate protection.

2. Establish a Command Post and an Incident Command System. Notify the Superintendent (805) 385-1501.
3. Inform teachers and staff of the emergency situation. If necessary, signal a "Lockdown".
4. Do not release staff or students without authorization.
5. Screen all persons entering campus. A government issued picture ID (IE: drivers license) will be required.
6. All students and staff are to remain in their respective classrooms and work areas.
7. Lock all doors and windows and close all window blinds or curtains.
8. Avoid window areas.
9. When the emergency is over, signal all clear.

Earthquake

A. INSIDE SCHOOL BUILDING:

1. The teacher, or staff member in authority, will implement action, "DUCK – COVER AND HOLD." Stay inside building until the shaking stops.
2. Try to avoid glass and falling objects, areas where there are large panels of glass and/or heavy suspended light fixtures.
3. Do not use telephones.
4. Implement action, "LEAVE BUILDING" (long bell), when instructed to do so, after the earthquake is over and tremors have subsided. Special consideration should be given to exit routes as some exits have heavy roof structures over the doorways. Go to an open area away from trees, power poles, etc.
5. Avoid touching electrical wires and metal objects such as chain link fences.
6. Render first aid if necessary.
7. Take roll and report missing students to principal.
8. The principal/designee is to establish a command post, assess damage, activate search team and activate the incident command system.
9. Activate a buddy system; determine needs of neighboring schools.
10. Principal to request assistance through school district channels.
11. Notify the District Emergency Operations Center of any breaks in utility lines.
12. The superintendent/designee will determine the advisability of closing the school, based on the report of the principal.

B. IF OUTSIDE:

1. Move away from buildings, playground equipment, utility poles, signs, trees, metal fences, exposed wires and wet areas.
2. The safest place is in the open. Stay there until the earthquake is over.
3. Follow procedures 5 through 12 under "Inside School Building."

C. WALKING TO AND FROM SCHOOL:

1. The safest place is in the open. Stay there.
2. Move away from buildings, utility poles, signs, trees, metal fences and exposed wires.
3. DO NOT RUN! Do "DROP – TAKE COVER."
4. After an earthquake, if on your way TO school, continue to school.
5. After an earthquake, if on your way FROM school, continue home.

D. ON SCHOOL BUS:

1. If possible, the bus driver will pull to the side of the road away from any buildings, poles, and large trees issue command "DROP – TAKE COVER."
2. Turn off ignition and set brakes.
3. Wait until the earthquake is over.
4. If possible, contact dispatch office by radio for instructions.

E. HANDICAPPED STUDENTS:

1. Students with handicap conditions may need special assistance and instruction regarding falling debris. Additional drills may be needed to make certain the procedures are mastered.
2. Each handicapped student's needs should be assessed in relation to the possibility of a disaster and his/her preparedness.

Explosion or Risk Of Explosion

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.
- k) Disrupted school activities or otherwise willfully defied the valid authority
- 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.
- 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.

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

Upon finding that the student committed any of these acts, the Board shall expel the student.

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.

VARIABLES TO CONSIDER

Age of student

Effect on other students and victims. Possession only?

Prior incidents Displayed? Brandished?

Performance of student

Effect on school staff. Staff reactions and expectations.

Special education student

Effect on parents. Parent reactions and expectations.

Fire in Surrounding Area

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Fire on School Grounds

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
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14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.

15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Flooding

- 1) Warning of an impending flood would normally be received at the endangered location by telephone from the District Office or from a civil agency (police or fire). If access to the Internet is available, the national weather service supplies current weather information, including severe weather warnings at <http://www.nwsia.noaa.gov>.
- 2) Establish a Command Post and communicate with the District Office. The predicted extent of the flood and the amount of time before it arrives will determine the course of action.
- 3) Keep students indoors until it is determined to be safe
- 4) Move students to pre-designated assembly areas if an evacuation is ordered.
- 5) Teachers are to take roll, complete Disaster Report, and report all missing students to the office.
- 6) The principal may initiate the following emergency actions:
 - Dismiss school.
 - Leave campus and move to a safe place

Loss or Failure Of Utilities

1. Notify the appropriate utility company and the District Office.
2. Determine if any power, sewer, gas or water lines are down or ruptured on or adjacent to the campus. If so, activate the Incident Command System.
3. Determine if an evacuation is necessary.
4. Use emergency lighting (flashlights) and open window shades to provide as much light as possible.
5. Should the utility failure be for an extended period, make recommendations to and coordinate activities with the District Office.

Motor Vehicle Crash

1. Call 911 to report the crash.
2. Evaluate situation start first aid where possible
3. Notify the District Office
4. Establish a command post as needed
5. Determine if any staff or students are in immediate danger. If necessary evacuate location to move away from crash.
6. Consult with District Office and Emergency personnel for further direction and coordinate activity as needed.

Psychological Trauma

Many emergencies may result in psychological trauma for students and school staff. These emergencies may include an act of violence; the death of a student or staff member; an earthquake or other natural disaster; a serious environmental problem; or ethnic and racial tensions. Emergencies may result in the following conditions:

- Temporary disruption of regular school functions and routines
- Significant interference with the ability of students and staff to focus on learning
- Physical and/or psychological injury to students and staff
- Concentrated attention from the community and news media

As a result, students and staff may exhibit a variety of psychological reactions. Once the physical safety of those involved has been ensured, attention must focus on meeting the emotional and psychological needs of students and staff.

Specific procedures relating to crisis management can be found in the Oxnard School District – School Crisis Intervention Team Manual.

Procedure

1. The School Administrator will contact the District Superintendent to establish a Crisis Intervention Team, which has primary responsibility for providing necessary assistance after all types of crises.
2. The District Superintendent will determine whether a District EOC activation is necessary to support school site Crisis Intervention Team operations.

3. The Crisis Intervention Team will assess the range of crisis intervention services needed during and following an emergency.
4. The Crisis Intervention Team will provide direct intervention services for students and staff.
5. The School Administrator, District Superintendent and Crisis Intervention Team will work together to determine when and how school functions should be restored.
6. The Crisis Intervention Team should provide ongoing assessment, if needed, as well as follow-up services, as required.

Suspected Contamination of Food or Water

The following procedure should be followed if any school staff member reports suspected contamination of food or water. This procedure applies where there is evidence of tampering with food or packaging, observation of suspicious individuals in proximity to food or water supplies, or if the school is notified of possible food/water contamination by District staff or local agencies. Indicators of contamination may include unusual odor, color, or taste, and/or multiple persons with unexplained nausea, vomiting, or other illnesses.

Procedure

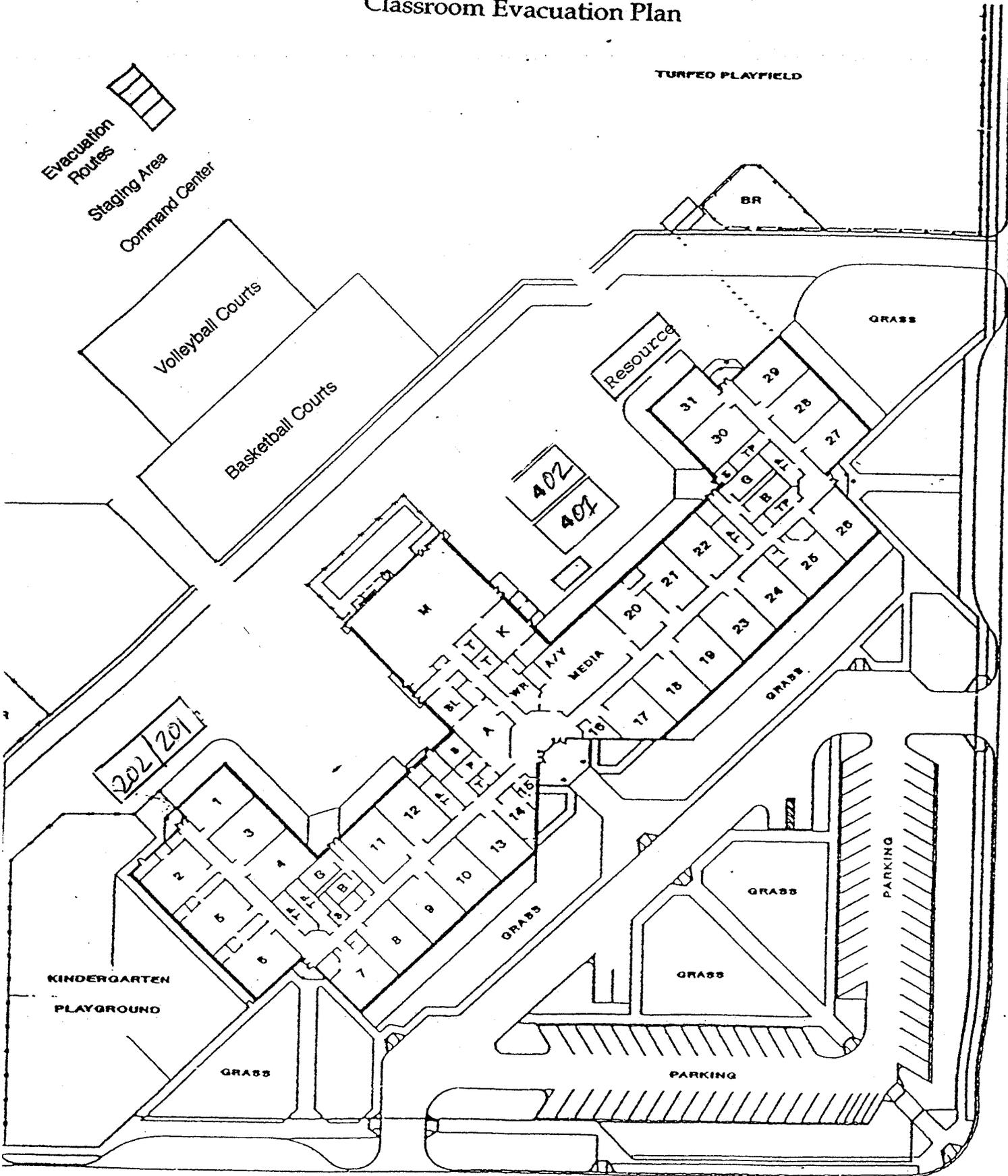
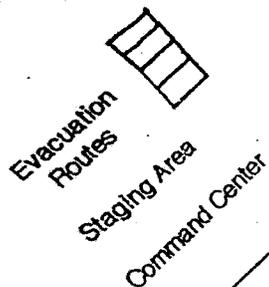
1. Upon indication of suspected contamination, the School Administrator will work with appropriate school staff to isolate the suspected food/water. Access should be restricted to the contaminated area to prevent consumption of food/water.
2. The School Administrator should call 9-1-1, District Superintendent, Child Nutrition Services and Ventura County Public Health .
3. District Superintendent will determine whether a District EOC activation is necessary to support school site operations.
4. School medical personnel should assess the need for medical attention and provide first aid, as appropriate.
5. The School Administrator and school staff will make a list of all potentially affected students and staff along with their symptoms, the food/water suspected to be contaminated, and the quantity and description of products consumed. The list should be provided to responding authorities.
6. The School Administrator should work with local authorities and District Superintendent to determine necessary follow-up actions, including the need to notify other potentially affected schools in the District.
7. The School Administrator and District Superintendent will work with Ventura County Public Health to determine when normal school operations can resume.
8. The School Administrator will ensure that parents are notified of the incident, as appropriate.

Unlawful Demonstration or Walkout

The administrator will contact the District Superintendent for direction.

Emergency Evacuation Map

Emilie Ritchen Elementary School Classroom Evacuation Plan



CABRILLO WAY

GALLATIN PLACE

Comprehensive School Safety Plan SB 187 Compliance Document

**2014-2015
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: March 3, 2014

Approved by:

Name	Title	Signature	Date
Shannon Coletti	Principal	<i>Shannon Coletti</i>	3-26-14
Robert Yenney	Teacher	<i>Robert Yenney</i>	3-27-14
Raquel Rodriguez	Outreach	<i>Raquel Rodriguez</i>	3/27/14
Roger Wright	Resource	<i>Roger Wright</i>	3-28-14
Gene Figueroa	Teacher	<i>Gene Figueroa</i>	3-27-14
Susie Ultreras	Attendance	<i>Susie Ultreras</i>	3/26/14
Greta CUILTY	Coach	<i>Greta CUILTY</i>	3/27/14
Brian Bishop	SRO School Resource Officer	<i>Brian Bishop</i>	3-31-14

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Senate Bill 187: Comprehensive School Safety Plan Purpose

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 AB 115. 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 of the Comprehensive School Safety Plan is available for review at Rose Avenue Elementary School-The School of Science and Wellness's office.

Safety Plan Vision

At Rose Avenue School, we believe all students deserve a nurturing, safe and secure learning environment.

Vision: Rose Avenue Elementary School is dedicated to recognition of the unique value of each person; providing active learning in a safe, supportive environment; developing as a neighborhood, school community and promoting a partnership between home and school.

Mission: Rose Avenue Elementary School is a place where everyone learns and everyone teaches. Our goal is to prepare the young to educate themselves throughout their lives. All students have potential and are winners-Expect Success!

Components of the Comprehensive School Safety Plan (EC 32281)

Rose Avenue Elementary School-The School of Science and Wellness Safety Committee

Shannon Coletti, Pablo Ordaz, Robert Yenney, Raquel Rodriguez, Roger Wright, Gene Figueroa, Susie Ulteras, Greta Culty and Officer Bishop

Assessment of School Safety

The School Resource Officer from the Oxnard Police Department conducted a security inspection with the principal of the campus and made recommendations which were addressed by school personnel or by the district. A major consideration was to close the campus to all adults before school in the morning. This recommendation was put into effect with the new Closed Campus Policy which was instituted this school year.

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.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

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 Safety Committee meets on a monthly basis 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. 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. Once the input has been obtained, a system of communication goes into effect to make sure all stakeholders are made aware of the changes. Security has been increased by making the campus a Closed Campus. All students are dropped off at the main gate in the morning. 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 visitors badge.

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

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.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

Disaster Plan (See Appendix C-F)

GENERAL: The 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.

- A. Mass panic can be one of the greatest dangers to students. Staff members should remember that in times of stress, students will look for leadership to those who are normally in an authoritative position. REMAIN CALM, size up the situation and take action based on known facts and plans.
- B. 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.
- C. A well-prepared and tested plan for prompt and positive protection minimizes injuries and loss of life in a major disaster.
- D. 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.
- E. 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.
- F. Emergency Announcements will be provided on the following radio stations.

AM Radio Stations:

Ventura: KVTA 1520

Los Angeles: KNX 1070

Spanish: KTRO 1520

EM Radio Stations:

Ventura: KHAY 100.7

Los Angeles: KBIG 104.3

Oxnard: KCAQ105

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.

(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.
 - k) Disrupted school activities or otherwise willfully defied the valid authority
 - 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.
 - 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

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.

- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

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: (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.

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.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Whenever a student is identified as violent or dangerous per E.C. 49079 the teacher will be informed by the principal. The teacher shall keep this information in confidence and must not further disseminate it. However, if the teacher believes that the student is improperly placed (or is an immediate danger) these opinions (and related observations) should be shared with the principal immediately. The Student Study Team, and/or District SARB should be used for referral or added support in such cases. The district office also has a responsibility to insure that all appropriate actions are taken to identify, notify and support necessary interventions with regard to violent or dangerous pupils.

NOTICE OF SCHOOL DISRUPTION

Directive to Leave School Grounds Now

Your behavior constitutes an unlawful disruption at school in violation of Penal Code §§ 71, 601 and 626.8, Education Code §§ 44810 and 44811, and/or Code of Civil Procedure § 527.8.

YOU ARE DIRECTED TO LEAVE SCHOOL PROPERTY IMMEDIATELY!

The school district has procedures for resolving complaints and disputes which you may take advantage of if you wish. Please call (805) 487-3918 for further information. People at the Oxnard District Office will assist in situations such as this

(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 WHO?, Assistant Superintendent (805) 487-3918. 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, Pupil Support Services, 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. (Education Code 35294.1)

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. Sandals must have heel straps. Thongs or backless shoes or sandals 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.
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, off-the-shoulder or low-cut tops, bare midriffs and skirts or shorts shorter than mid-thigh are prohibited.
5. Gym shorts may not be worn in classes other than physical education.
6. Hair shall be clean and neatly groomed. Hair may not be sprayed by any coloring that would drip when wet.
7. Shirts should be tucked in and the seat of pants cannot sag.

(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.

Guidelines addressing the arrival and dismissal of students are included in Rose Avenue school-wide agenda. This information is also shared in assemblies and with the parents at the Coffee with Principal meeting. Safety issues are also shared through Connect Ed.

Specific procedures include:

- No students are allowed to arrive at school before 7:30 AM
- Students must exit and enter through the front gate
- School begins at 8:00, there is a five minute warning bell at 7:55
- Do not park in the bus loading and unloading zone
- Rose Avenue staff assist students at arrival and departure for safety
- Use caution during arrival and departure times. Be patient and safe.
- Cross streets at designated cross walks
- Dismissal time is 2:10, park outside of the school when waiting for children
- Teachers supervise classes for safe and orderly dismissal.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

The school culture promotes and supports the academic, physical, social, emotional, and behavioral skill development and engagement of students.

Element:

Having a school vision with a learning environment that is emotionally safe and conducive to learning is the focus which keeps the work targeted. A clear vision keeps schools from making decisions which are inconsistent with what has been identified as necessary for an optimum learning environment.

Opportunity for Improvement:

A safe and orderly environment conducive to learning has been addressed as critical to academic achievement. An opportunity to improve would include constant review of data.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Continue implementing the techniques learned from Olweus.	Rose Avenue teachers and students shall complete weekly 30 minute lessons for Olweus.	Olweus teacher and student materials.	Dr. Coletti, Mr. Ordaz and Rose Avenue staff.	
Train staff and teachers on Olweus protocol.	Olweus team will conduct regular trainings for staff and student and parent assemblies.	Olweus team and principal and assistant principal	Dr. Coletti and Mr. Ordaz	
Reduce the amount of bullying reports to the office.	Rose Avenue will identify school locations where greatest amount of bullying occurs.	Olweus team	Dr. Coletti, Mr. Ordaz and Rose Avenue staff.	

Component:

The school culture promotes and supports the academic, physical, social, emotional, and behavioral skill development and engagement of students.

Element:

Having a school vision with a learning environment that is emotionally safe and conducive to learning is the focus which keeps the work targeted. A clear vision keeps schools from making decisions which are inconsistent with what has been identified as necessary for an optimum learning environment.

Opportunity for Improvement:

A safe and orderly environment conducive to learning has been addressed as critical to academic achievement. An opportunity to improve would include constant review of data.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Rose Avenue shall have visible Olweus trained classified and certificated staff present.	Rose Avenue administration will encourage Olweus trained staff and students to report incidents of bullying.	Rose Avenue certificated and classified staff as well as students.	Dr. Coletti and Mr. Ordaz	Classroom walk-thrus
Students and staff at Rose Avenue school will have strategies in place on how to recognize and respond to bullying behavior.	Administration and Olweus team will provide strategies resources and support to all staff on Olweus program.	Olweus strategies and Intermediate feeder	Dr. Coletti and Mr. Ordaz	Classroom and campus walk-thrus Office referral data
Rose Avenue and Olweus team will help students complete a survey on school climate	Olweus team will hold parent assemblies and follow up with report to parents on survey results.	Student surveys	Olweus team, principal and assistant principal	Survey

Component:

The school culture promotes and supports the academic, physical, social, emotional, and behavioral skill development and engagement of students.

Element:

Having a school vision with a learning environment that is emotionally safe and conducive to learning is the focus which keeps the work targeted. A clear vision keeps schools from making decisions which are inconsistent with what has been identified as necessary for an optimum learning environment.

Opportunity for Improvement:

A safe and orderly environment conducive to learning has been addressed as critical to academic achievement. An opportunity to improve would include constant review of data.

Objectives	Action Steps	Resources	Lead Person	Evaluation
Rose Avenue staff, students and parents will work together to ensure that strategies are in place to build a sense of safety and community within the school.	At Rose Avenue the staff shall create and enforce anti-bullying rules that affirm a sense of safety and community.	Administration	Olweus team and staff	Annual survey
At Rose Avenue learning productivity and a sense of safety is valued and success and mutual respect are expected of everyone.	At Rose Avenue school there are expected behavior and social standards and students who fail to meet the standards are identified and given consequences.	School Administration	Dr. Coletti and Mr. Ordaz	
Practice emergency procedures	Monthly fire/evacuation and or lockdown drill		Dr. Coletti and Mr. Ordaz	Log
To have necessary emergency equipment	Annually inventory and refill emergency equipment	Emergency equipment	Dr. Coletti and Mr. Ordaz	Log

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Rose Avenue Elementary School-The School of Science and Wellness Student Conduct Code

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.

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 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 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.

Students May Be Disciplined for the Following Reasons:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
 - (3) Willfully used force or violence upon the person of another, except in self-defense.
 - r) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
 - s) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
 - t) 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.
 - u) Committed or attempted to commit robbery or extortion.
 - v) Caused or attempted to cause damage to school property or private property.
 - w) Stole or attempted to steal school property or private property.
 - x) Possessed or used tobacco, or tobacco products.
 - y) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - z) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - aa) Disrupted school activities or otherwise willfully defied the valid authority
 - bb) Knowingly received stolen school property or private property.
 - cc) Possessed an imitation firearm.
 - dd) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - ee) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - ff) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - gg) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - 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.

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 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.

(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 so as 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 on the basis of 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 comprehensive plan shall be subject to continuing review and evaluation by the city with public input. Amendments to the plan should not be considered more frequently than once a year, except in cases of emergency.

Safety Plan Appendices

Emergency Contact Numbers

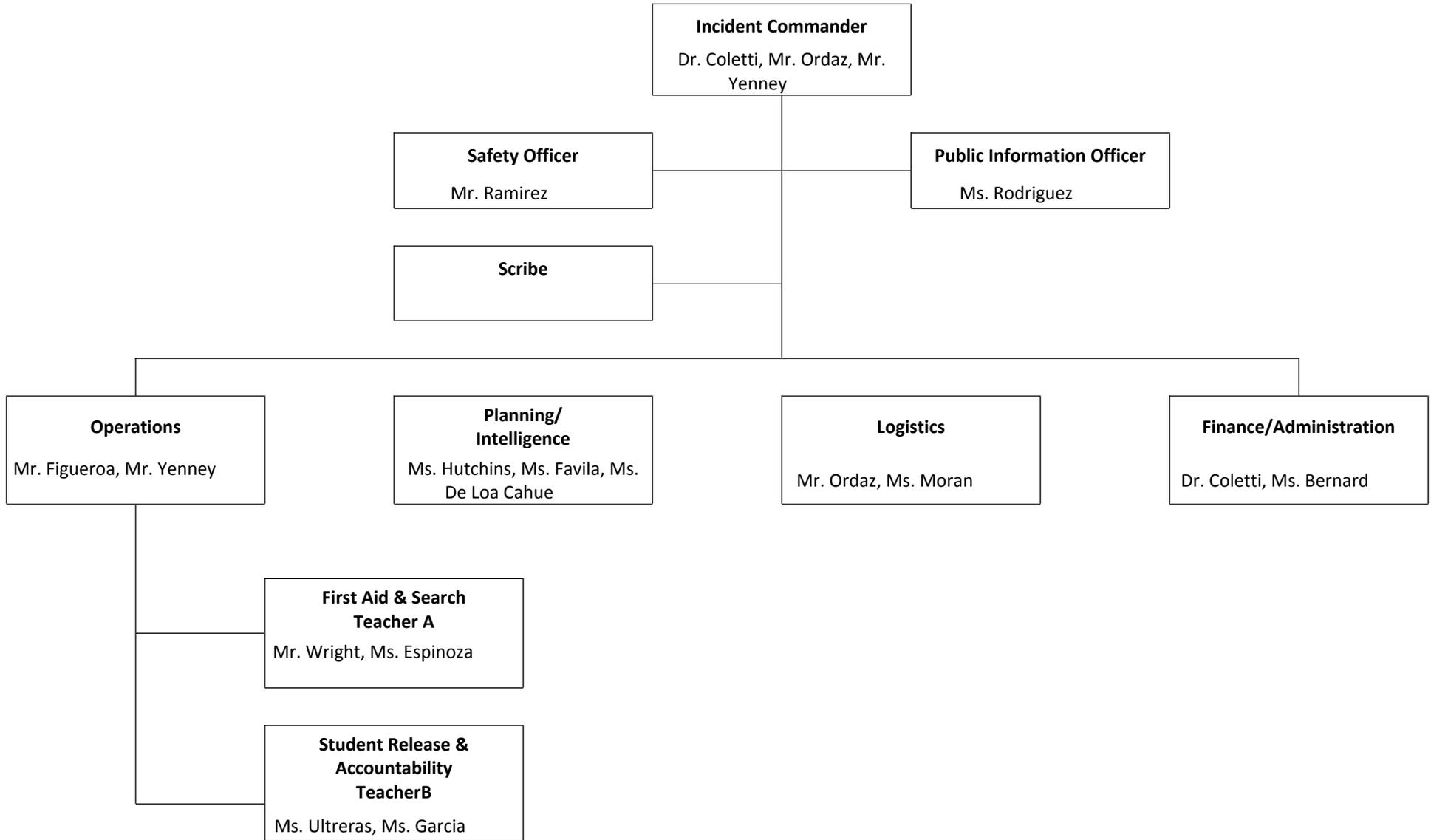
Utilities, Responders and Communication Resources

Type	Vendor	Number	Comments
Law Enforcement/Fire/Paramedic	Ventura County Sheriff's Department	911	
Law Enforcement/Fire/Paramedic	Police Department	911 from a land line; 486-1663 from cell phone	
Law Enforcement/Fire/Paramedic	Fire/Paramedic Emergency	911	
Law Enforcement/Fire/Paramedic	Ventura County Children & Family Services	654-3200	Human Resources Department
Public Utilities	Southern California Edison	1-800-655-4555 - 0	
Public Utilities	Southern California Gas	1(800) 427-2200 - 1	
Public Utilities	Telephone Repair	611	
Local Hospitals	St. Johns Hospital	988-2500	
Local Hospitals	Ventura County Medical Center	652-6000	
Local Hospitals	Community Memorial Hospital	652-5011	

Safety Plan Review, Evaluation and Amendment Procedures

Activity Description (i.e. review steps, meetings conducted, approvals, etc)	Date and Time	Attached Document (description and location)
September review the plan with staff. Review plan with safety committee at each regular scheduled meeting. January review plan with Leadership Team, Safety Committee and School Site Council. Update plan by February of each year.	December 12, 2014 8:37	School Site Council
	December 9, 2014 2:20	Staff Meeting

Rose Avenue Elementary School-The School of Science and Wellness Incident Command System



Incident Command Team Responsibilities

Standardized Emergency Response Management System Overview

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:

Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency

It is important to note that school administrators are responsible for the health and safety of students and staff during an emergency. Although the following procedures refer to specific actions, school administrators must exercise discretion in implementing standardized procedures and should consider modifications as necessary to ensure the health and safety of all personnel during an emergency. These might include: Earthquake, Hazardous materials, Flooding, Fire, Dam Failure, Transportation Incident (Air, Train, Truck), School Violence, Terrorism, Tsunami, and Public Health Emergency.

Step Two: Identify the Level of Emergency

OSD emergency response and recovery operations will be managed in one of three modes, depending on the magnitude of the emergency/disaster.

Level 1 is a minor incident that is quickly resolved and internal resources or limited help. The District will maintain normal staffing and reporting protocols. At this operational level, the environment is monitored for changes.

Level 2 is a more significant emergency that impacts district buildings and or school sites. For level 2 the Emergency Operations Plan is activated. The EOC will be activated but only those functions that are needed to coordinate and support emergency operations will be activated. The EOC Director will determine the magnitude of the emergency and coordinate its resolution or, if the emergency continues to develop, a Level 3 response will be activated. Other key staff may be alerted, depending on the nature of the emergency.

Level 3 is a disaster that involves the entire District, school sites and the surrounding community. At Level 3, the EOP is activated, and the entire District Emergency management organization is activated.

Step Three: Determine the Immediate Response Action

The staff and students response to any emergency/disaster is based on an understanding of the nature of the emergency/disaster, the potential hazards, the likely response services and knowledge of what individuals and groups should do to increase their chances of survival and recovery.

Immediate action responses may include: Drop cover and hold, Shelter in place, Lock down, Campus Evacuation, Off Campus Evacuation, and/or All Clear.

Step Four: Communicate the Appropriate Response Action

Based on the Emergency, we would activate members of the Emergency Incident Command System.

Pending level of Emergency communication locally is reported to parents by the Connect Ed telephone system. Significant Emergencies are then reported by the District. OSD reports and notifications are to be made to the Ventura County Operational Area via the City of Oxnard and those directives that are currently in place through the SIMS and NIMS plan.

Types of Emergencies & Specific Procedures

Aircraft Crash

1. Call 911 to report the crash. Designate whether private or commercial.
2. Notify the District Office.
3. Establish a Command Post and activate the Incident Command System.
4. Determine if any staff or students are in immediate danger. If necessary, evacuate to a safe area. All others are to remain at their assigned locations.
5. Render first aid as necessary.
6. Take roll and report results to the principal.
7. Assist emergency responders and coordinate activities accordingly.
8. Once civil/military responders have taken charge of the accident area, coordinate the release of students (if necessary) with the District Office.

Animal Disturbance

Any pet owner or custodian who allows a dog to bark continuously or for an extended period of time in a manner that annoys the neighbors and disturbs the peace and tranquility of the neighborhood may be guilty of allowing a public nuisance and punishable by a misdemeanor with a fine of up to \$1000 and/or six months in jail. (California Penal Code 373A and LA County Code Sec. 10.40.065)

Armed Assault on Campus

1. Call 911
2. Institute Lockdown - Priority 1 procedures
3. Remain on Lockdown until "All Clear" is instituted by police.

Biological or Chemical Release

1. If you are notified of potentially hazardous release or accident, notify the Superintendent immediately.
2. Render first aid as necessary.
3. Establish a Command Post and implement the Incident Command System.
4. The decision to evacuate the site will be made by the Superintendent based on the recommendations of the principal and/or by competent civil authority.
5. If an evacuation order is imminent, move students and staff to a designated evacuation/shelter area. If evacuation is not imminent, students and staff should remain in classrooms or in assigned areas.
6. Until ordered to evacuate, assume that a "shelter-in-place strategy" will be employed and do the following:
 - 1) Direct all students and staff to remain indoors.
 - 2) Direct all heating and ventilation systems to be shut down.
 - 3) Direct that all windows be closed.

Bomb Threat/ Threat Of violence

1. The receiving person should attempt to keep the caller on the line and complete the form entitled "Bomb Threat Report" (see form following).
2. Contact the police and the District Office.
3. Establish a command post.
4. If appropriate, send staff a written message to search own classroom (see sample emergency message following).
5. If deemed necessary, evacuate. Determine if you will evacuate prior to conducting a search.
6. DO NOT use radios or cellular telephones.
7. An organized search of the campus should be conducted under the direction of the principal or law enforcement agencies.
8. Activate the Incident Command System; Hazard Control Unit.
9. In the event that a suspicious object is located, all personnel should be kept clear of the area until law enforcement agencies have evaluated the conditions.
10. Return to your normal routine only when the principal and the law enforcement agencies are confident that any threat has passed.

Bus Disaster

The following procedures are for use by bus drivers and appropriate school administrators in the event of an earthquake, serious bus accident, or other emergency that occurs while students are on a field trip or being transported to or from school.

This section addresses two possible scenarios involving a bus disaster: (1) an earthquake and (2) a serious accident or bus fire. It is important to note that drivers may need to make spontaneous, independent decisions based on the nature of the emergency, age of the children, location of the bus, and other unique circumstances to ensure children's safety.

Procedure

Scenario 1 – Earthquake

1. Upon first indication of an earthquake, the bus driver should issue Drop, Cover, and Hold procedures to all students on the bus.
2. The bus should be moved away from all power lines, bridges, overpasses, possible landslide conditions, overhanging trees, or other dangerous situations.
3. The bus driver should set the emergency brake, turn off the ignition, and wait for the shaking to stop.
4. The bus driver should check students for any injuries and provide first aid, as appropriate.
5. In the event the bus is disabled, the driver and students should stay in place until help arrives.
6. The bus driver should contact the School Administrator and the District Transportation Director to report the location and condition of students on the bus.
7. The School Administrator will determine what additional appropriate notifications should be made and will brief the District Superintendent on the situation.
8. If the bus driver is instructed to resume the bus route, the driver should continue to pick students up. Students should only be dropped off if a responsible adult is at the bus stop.
9. If it is impossible to return to school, the bus driver should contact the School Administrator and remain with the children until further instructions are received.
10. The bus driver is responsible for all students who board the bus throughout the emergency.

Scenario 2 – Serious Accident or Bus Fire

1. The bus driver will park the bus in a safe location with the emergency brake set and the ignition off.
2. In the event of a fire, students and the driver should evacuate the bus immediately and move to a safe location away from the bus and traffic using available barricades (e.g., trees, cars) when available.
3. The bus driver will immediately call 9-1-1 and provide the exact location of the bus and wait for the arrival of emergency response personnel.
4. The bus driver should check students for injuries and provide appropriate first aid.
5. The bus driver should call the School Administrator and the District Transportation Director (refer to the Essential Contacts in the Appendices of this Plan) to report the location and condition of students.
6. The School Administrator will determine what additional appropriate notifications should be made and will and the District Superintendent on the situation.
7. The bus driver is responsible for accounting for all students throughout the emergency.

Disorderly Conduct

1. Consult with the Police Department and the District to coordinate appropriate protection.
2. Establish a Command Post and an Incident Command System. Notify the Superintendent (805) 385-1501.
3. Inform teachers and staff of the emergency situation. If necessary, signal a "Lockdown".
4. Do not release staff or students without authorization.
5. Screen all persons entering campus. A government issued picture ID (IE: drivers license) will be required.
6. All students and staff are to remain in their respective classrooms and work areas.
7. Lock all doors and windows and close all window blinds or curtains.
8. Avoid window areas.
9. When the emergency is over, signal all clear.

Earthquake

A. INSIDE SCHOOL BUILDING:

1. The teacher, or staff member in authority, will implement action, "DUCK – COVER AND HOLD." Stay inside building until the shaking stops.
2. Try to avoid glass and falling objects, areas where there are large panels of glass and/or heavy suspended light fixtures.
3. Do not use telephones.
4. Implement action, "LEAVE BUILDING" (long bell), when instructed to do so, after the earthquake is over and tremors have subsided. Special consideration should be given to exit routes as some exits have heavy roof structures over the doorways. Go to an open area away from trees, power poles, etc.
5. Avoid touching electrical wires and metal objects such as chain link fences.
6. Render first aid if necessary.
7. Take roll and report missing students to principal.
8. The principal/designee is to establish a command post, assess damage, activate search team and activate the incident command system.
9. Activate a buddy system; determine needs of neighboring schools.
10. Principal to request assistance through school district channels.
11. Notify the District Emergency Operations Center of any breaks in utility lines.
12. The superintendent/designee will determine the advisability of closing the school, based on the report of the principal.

B. IF OUTSIDE:

1. Move away from buildings, playground equipment, utility poles, signs, trees, metal fences, exposed wires and wet areas.
2. The safest place is in the open. Stay there until the earthquake is over.
3. Follow procedures 5 through 12 under "Inside School Building."

C. WALKING TO AND FROM SCHOOL:

1. The safest place is in the open. Stay there.
2. Move away from buildings, utility poles, signs, trees, metal fences and exposed wires.
3. DO NOT RUN! Do "DROP – TAKE COVER."
4. After an earthquake, if on your way TO school, continue to school.
5. After an earthquake, if on your way FROM school, continue home.

D. ON SCHOOL BUS:

1. If possible, the bus driver will pull to the side of the road away from any buildings, poles, and large trees issue command "DROP – TAKE COVER."
2. Turn off ignition and set brakes.
3. Wait until the earthquake is over.
4. If possible, contact dispatch office by radio for instructions.

E. HANDICAPPED STUDENTS:

1. Students with handicap conditions may need special assistance and instruction regarding falling debris. Additional drills may be needed to make certain the procedures are mastered.
2. Each handicapped student's needs should be assessed in relation to the possibility of a disaster and his/her preparedness.

Explosion or Risk Of Explosion

1. DUCK, COVER, AND HOLD command is to be given immediately. Do not approach windows or doors.
2. If the explosion is not in the building, students and staff are to remain at their assigned locations until directed by competent authority.
3. When clear to evaluate/evacuate.
4. If necessary, move to safe assembly areas outside the building and away from the location of the explosion.
5. Render first aid as necessary.
6. Notify authorities (911) and the Superintendent.
7. Activate the Incident Command System.
8. Teachers are to take roll and report missing students to the office.
9. If possible to fight small fires without endangering life, do so.
10. If necessary, notify utility companies of any breaks in their lines.

Fire in Surrounding Area

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Fire on School Grounds

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Flooding

- 1) Warning of an impending flood would normally be received at the endangered location by telephone from the District Office or from a civil agency (police or fire). If access to the Internet is available, the national weather service supplies current weather information, including severe weather warnings at <http://www.nwsia.noaa.gov>.
- 2) Establish a Command Post and communicate with the District Office. The predicted extent of the flood and the amount of time before it arrives will determine the course of action.
- 3) Keep students indoors until it is determined to be safe
- 4) Move students to pre-designated assembly areas if an evacuation is ordered.
- 5) Teachers are to take roll, complete Disaster Report, and report all missing students to the office.
- 6) The principal may initiate the following emergency actions:
 - Dismiss school.
 - Leave campus and move to a safe place

Loss or Failure Of Utilities

1. Notify the appropriate utility company and the District Office.
2. Determine if any power, sewer, gas or water lines are down or ruptured on or adjacent to the campus. If so, activate the Incident Command System.
3. Determine if an evacuation is necessary.
4. Use emergency lighting (flashlights) and open window shades to provide as much light as possible.
5. Should the utility failure be for an extended period, make recommendations to and coordinate activities with the District Office.

Motor Vehicle Crash

1. Call 911 to report the crash.
2. Evaluate situation start first aid where possible
3. Notify the District Office
4. Establish a command post as needed
5. Determine if any staff or students are in immediate danger. If necessary evacuate location to move away from crash.
6. Consult with District Office and Emergency personnel for further direction and coordinate activity as needed.

Psychological Trauma

Many emergencies may result in psychological trauma for students and school staff. These emergencies may include an act of violence; the death of a student or staff member; an earthquake or other natural disaster; a serious environmental problem; or ethnic and racial tensions. Emergencies may result in the following conditions:

- Temporary disruption of regular school functions and routines
- Significant interference with the ability of students and staff to focus on learning
- Physical and/or psychological injury to students and staff
- Concentrated attention from the community and news media

As a result, students and staff may exhibit a variety of psychological reactions. Once the physical safety of those involved has been ensured, attention must focus on meeting the emotional and psychological needs of students and staff.

Specific procedures relating to crisis management can be found in the Oxnard School District – School Crisis Intervention Team Manual.

Procedure

1. The School Administrator will contact the District Superintendent to establish a Crisis Intervention Team, which has primary responsibility for providing necessary assistance after all types of crises.
2. The District Superintendent will determine whether a District EOC activation is necessary to support school site Crisis Intervention Team operations.
3. The Crisis Intervention Team will assess the range of crisis intervention services needed during and following an emergency.

4. The Crisis Intervention Team will provide direct intervention services for students and staff.

5. The School Administrator, District Superintendent and Crisis Intervention Team will work together to determine when and how school functions should be restored.

6. The Crisis Intervention Team should provide ongoing assessment, if needed, as well as follow-up services, as required.

Suspected Contamination of Food or Water

The following procedure should be followed if any school staff member reports suspected contamination of food or water. This procedure applies where there is evidence of tampering with food or packaging, observation of suspicious individuals in proximity to food or water supplies, or if the school is notified of possible food/water contamination by District staff or local agencies. Indicators of contamination may include unusual odor, color, or taste, and/or multiple persons with unexplained nausea, vomiting, or other illnesses.

Procedure

1. Upon indication of suspected contamination, the School Administrator will work with appropriate school staff to isolate the suspected food/water. Access should be restricted to the contaminated area to prevent consumption of food/water.

2. The School Administrator should call 9-1-1, District Superintendent, Child Nutrition Services and Ventura County Public Health .

3. District Superintendent will determine whether a District EOC activation is necessary to support school site operations.

4. School medical personnel should assess the need for medical attention and provide first aid, as appropriate.

5. The School Administrator and school staff will make a list of all potentially affected students and staff along with their symptoms, the food/water suspected to be contaminated, and the quantity and description of products consumed. The list should be provided to responding authorities.

6. The School Administrator should work with local authorities and District Superintendent to determine necessary follow-up actions, including the need to notify other potentially affected schools in the District.

7. The School Administrator and District Superintendent will work with Ventura County Public Health to determine when normal school operations can resume.

8. The School Administrator will ensure that parents are notified of the incident, as appropriate.

Unlawful Demonstration or Walkout

The administrator will contact the District Superintendent for direction.

Emergency Evacuation Map

Comprehensive School Safety Plan SB 187 Compliance Document

**2014-2015
School Year**

School: Sierra Linda Elementary School
CDS Code: 56725386055388
District: Oxnard School District
Address: 2201 Jasmine Avenue
 Oxnard, CA 93036
Date of Adoption: March 4, 2015

Approved by:

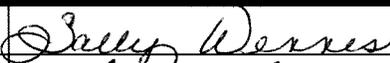
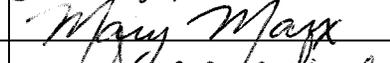
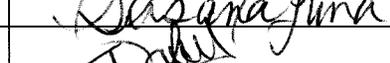
Name	Title	Signature	Date
Sally Wennes	Principal		3/4/15
Mary Marx	SSC/Chairperson		3/4/15
Susana Luna	Counselor		3/5/15
Damaris Lopez	ELAC/Chairperson		3/9/15
Kevin Thompson	SRO/OXPD		3-5-15

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Senate Bill 187: Comprehensive School Safety Plan Purpose

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 AB 115. 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 of the Comprehensive School Safety Plan is available for review at Sierra Linda Elementary School's office.

Safety Plan Vision

At Sierra Linda School, we believe all students deserve an education that incorporates a meaning centered, integrated curriculum, requiring critical thinking and the use of educational technology. We believe students should be actively involved in a respectful, caring, cohesive educational community.

Components of the Comprehensive School Safety Plan (EC 32281)

Sierra Linda Elementary School Safety Committee

Sally Wennes, Lynn Pauley, Jeannie Derr, Susana Luna, Kevin Thompson (OXPD)

Assessment of School Safety

The School Resource Officer from the Oxnard Police Department conducted a security inspection with the principal of the campus and made recommendations which were addressed by school personnel or by the district. At the start of the 2014-2015 school year, the school was closed to all adults unless they checked in with the office and received a visitor badge. A challenge is still created with the additional parents for kindergarten where the kindergarten area is inside the campus, as is the breakfast area. We have now determined that kindergarten parents only can escort their students in to the breakfast line or into the kindergarten playground area only, and that is effective.

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.

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 he district office.

Strategies and Programs to Provide and Maintain a High Level of Safety (EC 32281(a)1, items A-J)

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.

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. Once the input has been obtained, a system of communication goes into effect to make sure all stakeholders are made aware of the changes.

In order to ensure that students engage in safe behavior, the school utilizes the Lesson One program of life skills expectations. These are the school rules. 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.

During the school day, our campus is a Closed Campus. 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.

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

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.

HSD CHILD ABUSE REPORTING PROCEDURES ADVISORY

If in doubt, file! (Call Children and Family Services or the Police Department)

Call Children and Family Services immediately to verbally report.

Forward completed Child Abuse Report form within 36 hours.

Do not pass on the responsibility to report. However, you can/should consult with your supervisor.

If you have a reasonable suspicion, you then have a duty to check (reasonable suspicion creates a duty.)

The burden of proof is not with you. Children and Family Services will do the investigation.

School staff is not liable for defamation if done in the course and scope of your employment.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

Disaster Plan (See Appendix C-F)

GENERAL: The 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.

A. Mass panic can be one of the greatest dangers to students. Staff members should remember that in times of stress, students will look for leadership to those who are normally in an authoritative position. REMAIN CALM, size up the situation and take action based on known facts and plans.

B. 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.

C. A well-prepared and tested plan for prompt and positive protection minimizes injuries and loss of life in a major disaster.

D. 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.

E. 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.

F. Emergency Announcements will be provided on the following radio stations.

AM Radio Stations:

Ventura: KVTA 1520

Los Angeles: KNX 1070

Spanish: KTRO 1520

EM Radio Stations:

Ventura: KHAY 100.7

Los Angeles: KBIG 104.3

Oxnard: KCAQ105

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.

(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.
- k) Disrupted school activities or otherwise willfully defied the valid authority
- 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.
 - 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

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.
- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

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: (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.

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.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Whenever a student is identified as violent or dangerous per E.C. 49079 the teacher will be informed by the principal. The teacher shall keep this information in confidence and must not further disseminate it. However, if the teacher believes that the student is improperly placed (or is an immediate danger) these opinions (and related observations) should be shared with the principal immediately. The Student Study Team, and/or District SARB should be used for referral or added support in such cases. The district office also has a responsibility to insure that all appropriate actions are taken to identify, notify and support necessary interventions with regard to violent or dangerous pupils.

NOTICE OF SCHOOL DISRUPTION

Directive to Leave School Grounds Now

Your behavior constitutes an unlawful disruption at school in violation of Penal Code §§ 71, 601 and 626.8, Education Code §§ 44810 and 44811, and/or Code of Civil Procedure § 527.8.

YOU ARE DIRECTED TO LEAVE SCHOOL PROPERTY IMMEDIATELY!

The school district has procedures for resolving complaints and disputes which you may take advantage of if you wish. Please call (805) 487-3918 for further information. People at the Oxnard District Office will assist in situations such as this

(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 WHO?, Assistant Superintendent (805) 487-3918. 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, Pupil Support Services, 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. 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 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. (Education Code 35294.1)

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 Sierra Linda 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 drug, alcohol or tobacco company advertising.
2. Clothing which exposes underwear, bare midriffs or stomachs (including transparent blouses, crop tops, tank tops, "spagetti" 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 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, 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.

Guidelines addressing the arrival and dismissal of students are included in Sierra Linda's agenda 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 8:10 AM
- Students must exit and enter through the front or back gates
- School begins at 8:35, there is a five minute warning bell at 8:30
- Do not park in the bus loading and unloading zone.
- Sierra Linda Campus Supervision staff assist students at arrival and departure for safety
- Use caution during arrival and departure times. Be patient and safe.
- Cross streets at designated cross walks
- Dismissal time is 1:52 for kindergarten; park outside of the school when waiting for children
- Dismissal time is 2:45; park outside of the school when waiting for children
- Teachers supervise classes out for safe and orderly dismissal.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

Procedures for Safe Ingress and Egress

Element:

Close Campus

Opportunity for Improvement:

Gates are still left open by staff members, leaving openings into parking lots.

Objectives	Action Steps	Resources	Lead Person	Evaluation
All gates need to be closed and locked after entry into school or exit from the school.	Signs posted on the gates. Campus Supervisor sweep at start of day.	Copies/Pubs Campus Supervisor Schedule	Sally Wennes	Gates closed and locked
Remind staff members about procedures.	Reminders in bulletin and via e-mail or face to face with individuals.	Weekly bulletin	Sally Wennes	Gates closed and locked

Component:

Disaster Plan

Element:

Emergency Preparedness

Opportunity for Improvement:

Staff needs to review disaster plan (FEMA) and new 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	Sally Wennes	Completion of course 100 and 700
Familiarize new disaster plan and procedures with staff	Review of plan on ongoing basis	Plan with roles for disaster	Sally Wennes	Staff knowing what to do or who to follow during a disaster
Staff to be familiar with new procedures for lockdown	E-mail new procedures to staff; review at staff meeting; conduct lockdown drill	OXPD Handout	Sally Wennes	Staff knowing what to do during a lockdown

Component:

Positive School Climate

Element:

Positive school climate

Opportunity for Improvement:

Students should follow the elements of the Pledge for Success daily

Objectives	Action Steps	Resources	Lead Person	Evaluation
Make sure students are following the Pledge for Success on a regular basis	Daily review of pledge during opening; further discussion during family time	Posters in classroom	Sally Wennes/Teachers/Staff Members	Walk through observations of morning routines
Students are being supported with the elements of the Pledge for Success	Support students who need extra guidance in skills	Small group instruction - space available for meeting	Counselor/Teachers	Decrease in individual student referrals.

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Sierra Linda Elementary School Student Conduct Code

Conduct Code Procedures

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

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.

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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.

A Pledge for Success/ A Promise I Make to Myself

- I will listen to what others have to say.
- When I wait my turn to speak, I can hear what everyone has to say.

- I will try my best.
- Even when I make mistakes, I learn from them. The most important thing is to keep trying.

- I will treat others the way I would like to be treated.
- Pushing, fighting, bullying, name-calling, and treating others badly hurts them and hurts me.

- I will respect the diversity of all people.
- Whether we are the same or different on the outside, it's the person we are on the inside that counts.

I will remember that I have people who care about me in my family, school, and community.
Families, like schools and communities can be many sizes and made up of all kinds of people.

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.

Students May Be Disciplined for the Following Reasons:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or
 - (3) Willfully used force or violence upon the person of another, except in self-defense.
 - r) Possessed, sold, or furnished any firearm, knife, dangerous object or explosive.
 - s) Possessed, sold, furnished, or been under the influence of any controlled substance, alcoholic beverage or intoxicant of any kind.
 - t) 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.
 - u) Committed or attempted to commit robbery or extortion.
 - v) Caused or attempted to cause damage to school property or private property.
 - w) Stole or attempted to steal school property or private property.
 - x) Possessed or used tobacco, or tobacco products.
 - y) Committed an obscene act or engaged in habitual profanity or vulgarity.
 - z) Offered, possessed, arranged or negotiated to sell any drug paraphernalia.
 - aa) Disrupted school activities or otherwise willfully defied the valid authority
 - bb) Knowingly received stolen school property or private property.
 - cc) Possessed an imitation firearm.
 - dd) Committed or attempted to commit a sexual assault, or committed a sexual battery, as defined in the Penal Code.
 - ee) Harassed, threatened or intimidated a pupil who is a complaining witness or witness in a school disciplinary proceeding.
 - ff) Unlawfully offered, arranged to sell, negotiated to sell, or sold the prescription drug Soma.
 - gg) Engaged in, or attempted to engage in, hazing as defined in Section 245.6 of the Penal Code.
 - 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.

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 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.

(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 so as 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 on the basis of 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 completed plan will be distributed to team members by email and printed copies for review. Plan will be translated as needed.

Safety Plan Appendices

Emergency Contact Numbers

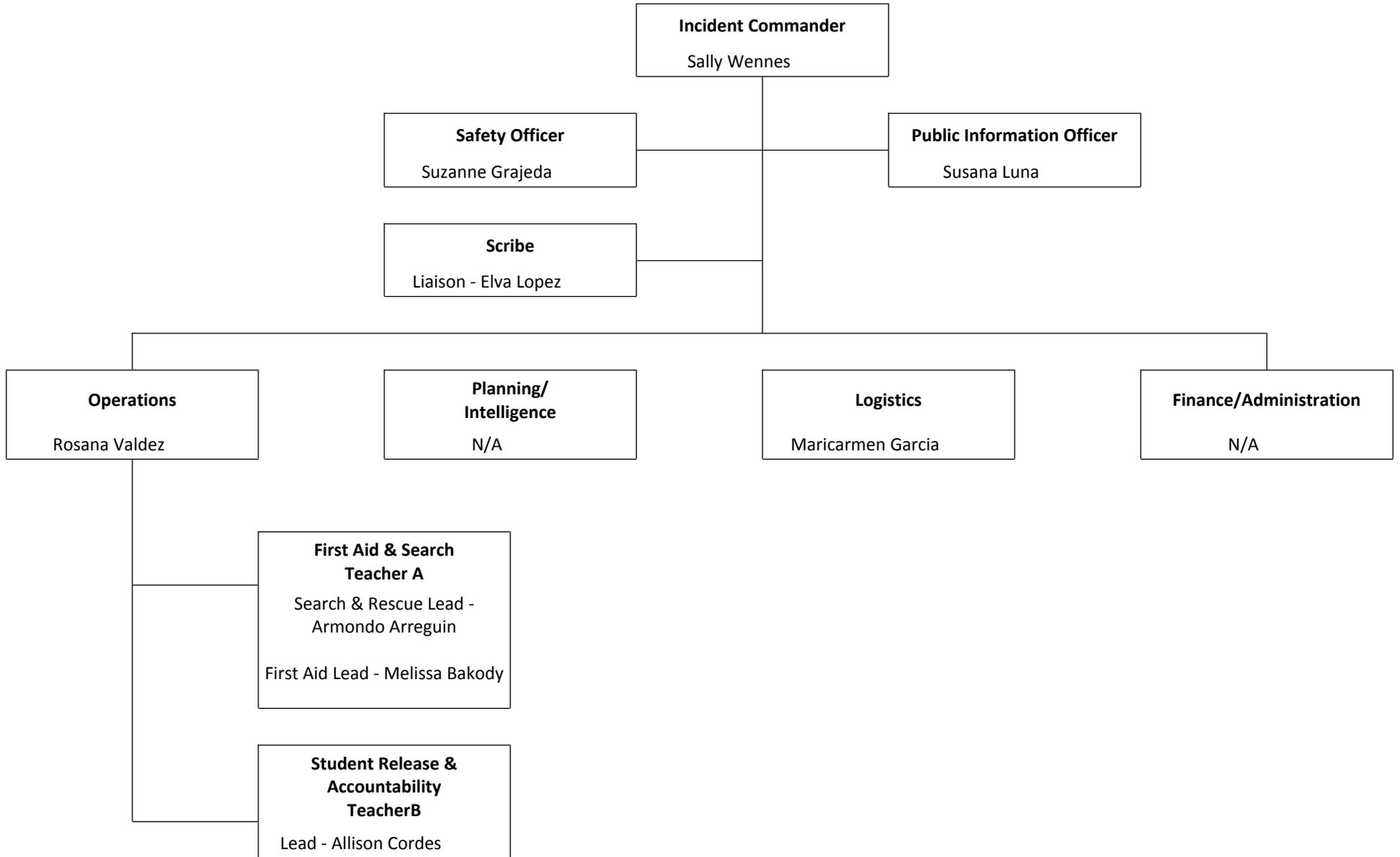
Utilities, Responders and Communication Resources

Type	Vendor	Number	Comments
Law Enforcement/Fire/Paramedic	Ventura County Sheriff's Department	911	
Law Enforcement/Fire/Paramedic	Police Department	911 from a land line; 486-1663 from cell phone	
Law Enforcement/Fire/Paramedic	Fire/Paramedic Emergency	911	
Law Enforcement/Fire/Paramedic	Ventura County Children & Family Services	654-3200	Human Resources Department
Public Utilities	Southern California Edison	1-800-655-4555 - 0	
Public Utilities	Southern California Gas	1(800) 427-2200 - 1	
Public Utilities	Telephone Repair	611	
Local Hospitals	St. Johns Hospital	988-2500	
Local Hospitals	Ventura County Medical Center	652-6000	
Local Hospitals	Community Memorial Hospital	652-5011	

Safety Plan Review, Evaluation and Amendment Procedures

Activity Description (i.e. review steps, meetings conducted, approvals, etc)	Date and Time	Attached Document (description and location)
September review with plan with staff. Review plan with safety committee at each regular scheduled meeting. January review plan with Leadership Team, Safety Committee and School Site Council. Update plan by February of each year.	March, 2015 (review with staff)	
Plan will be distributed to Safety Plan Committee Members for review and revision	May, 2015	
A copy of the final approved plan will be available for members of ELAC and other parents in the front office. Translations will be made available as needed.	May, 2015	

Sierra Linda Elementary School Incident Command System



Incident Command Team Responsibilities

Standardized Emergency Response Management System Overview

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:

All Sierra Linda staff will have been trained on the use of terminology and the functions of the systems by the end of the 2012-2013 school year. Staff members have given priorities for each of these five areas to ensure the implementation of the Safety Plan.

Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency

It is important to note that school administrators are responsible for the health and safety of students and staff during an emergency. Although the following procedures refer to specific actions, school administrators must exercise discretion in implementing standardized procedures and should consider modifications as necessary to ensure the health and safety of all personnel during an emergency. These might include: Earthquake, Hazardous materials, Flooding, Fire, Dam Failure, Transportation Incident (Air, Train, Truck), School Violence, Terrorism, Tsunami, and Public Health Emergency.

Step Two: Identify the Level of Emergency

OSD emergency response and recovery operations will be managed in one of three modes, depending on the magnitude of the emergency/disaster.

Level 1 is a minor incident that is quickly resolved and internal resources or limited help. The District will maintain normal staffing and reporting protocols. At this operational level, the environment is monitored for changes.

Level 2 is a more significant emergency that impacts district buildings and or school sites. For level 2 the Emergency Operations Plan is activated. The EOC will be activated but only those functions that are needed to coordinate and support emergency operations will be activated. The EOC Director will determine the magnitude of the emergency and coordinate its resolution or, if the emergency continues to develop, a Level 3 response will be activated. Other key staff may be alerted, depending on the nature of the emergency.

Level 3 is a disaster that involves the entire District, school sites and the surrounding community. At Level 3, the EOP is activated, and the entire District Emergency management organization is activated.

Step Three: Determine the Immediate Response Action

The staff and students response to any emergency/disaster is based on an understanding of the nature of the emergency/disaster, the potential hazards, the likely response services and knowledge of what individuals and groups should do to increase their chances of survival and recovery.

Immediate action responses may include: Drop cover and hold, Shelter in place, Lock down, Campus Evacuation, Off Campus Evacuation, and/or All Clear.

Step Four: Communicate the Appropriate Response Action

Based on the Emergency, we would activate members of the Emergency Incident Command System.

Pending level of Emergency communication locally is reported to parents by the Connect Ed telephone system. Significant Emergencies are then reported by the District. OSD reports and notifications are to be made to the Ventura County Operational Area via the City of Oxnard and those directives that are currently in place through the SIMS and NIMS plan.

Types of Emergencies & Specific Procedures

Aircraft Crash

1. Call 911 to report the crash. Designate whether private or commercial.
2. Notify the District Office.
3. Establish a Command Post and activate the Incident Command System.
4. Determine if any staff or students are in immediate danger. If necessary, evacuate to primary/secondary locations away from the crash site. All others are to remain at their assigned locations.
5. Render first aid as necessary.
6. Take roll and report results to the incident command center.
7. Assist emergency responders and coordinate activities accordingly.
8. Once civil/military responders have taken charge of the accident area, coordinate the release of students (if necessary) with the District Office.

Animal Disturbance

1. School Administrator will initiate appropriate immediate response actions, which may include lockdown or on-campus evacuation procedures.
2. Upon discovery of an animal, staff should isolate students from the animal, if it is safe to do so. If the animal is outside, students will stay inside. If the animal is inside, students will be kept outside in an area away from the animal.
3. It is best to close doors and lock gates as a means to isolate the animal.
4. School Administrator will call 9-1-1 if additional outside assistance is needed., providing the location of the animal and nature of the emergency.
5. If a staff member or student is injured, school medical personnel should immediately be notified. Parent or emergency contact of the injured person should also be notified.
6. In the event that students need to be released from the site, student reunification procedures will be followed.

Armed Assault on Campus

1. Call 911
2. Institute Lockdown - Priority 1 procedures
3. Remain on Laockdown until "All Clear" is instituted by police.

Biological or Chemical Release

1. If you are notified of potentially hazardous release or accident, notify the Superintendent immediately.
2. Render first aid as necessary.
3. Establish a Command Post and implement the Incident Command System.
4. The decision to evacuate the site will be made by the Superintendent based on the recommendations of the principal and/or by competent civil authority.
5. If an evacuation order is imminent, move students and staff to a designated evacuation/shelter area. If evacuation is not imminent, students and staff should remain in classrooms or in assigned areas.
6. Until ordered to evacuate, assume that a "shelter-in-place strategy" will be employed and do the following:
 - 1) Direct all students and staff to remain indoors.
 - 2) Direct all heating and ventilation systems to be shut down.
 - 3) Direct that all windows be closed.

Bomb Threat/ Threat Of violence

1. The receiving person should attempt to keep the caller on the line, while communicating to nearby personnel that there is a bomb threat. (This person will complete the form entitled "Bomb Threat Report" (See form following).
2. Contact the police and the District Office.
3. Administrators will call for an evacuation and establish a command post.
4. DO NOT use radios or cellular telephones.

5. An organized search of the campus will be conducted under the direction of the law enforcement agencies/principal.
6. Activate the Incident Command System; Hazard Control Unit.
7. In the event that a suspicious object is located, all personnel should be kept clear of the area until law enforcement agencies have evaluated the conditions.
8. Return to your normal routine only when the principal and the law enforcement agencies/principal give the all clear to return back to school/classes.

Bus Disaster

The following procedures are for use by bus drivers and appropriate school administrators in the event of an earthquake, serious bus accident, or other emergency that occurs while students are on a field trip or being transported to or from school.

This section addresses two possible scenarios involving a bus disaster: (1) an earthquake and (2) a serious accident or bus fire. It is important to note that drivers may need to make spontaneous, independent decisions based on the nature of the emergency, age of the children, location of the bus, and other unique circumstances to ensure children's safety.

Procedure

Scenario 1 – Earthquake

1. Upon first indication of an earthquake, the bus driver should issue Drop, Cover, and Hold procedures to all students on the bus.
2. The bus should be moved away from all power lines, bridges, overpasses, possible landslide conditions, overhanging trees, or other dangerous situations.
3. The bus driver should set the emergency brake, turn off the ignition, and wait for the shaking to stop.
4. The bus driver should check students for any injuries and provide first aid, as appropriate.
5. In the event the bus is disabled, the driver and students should stay in place until help arrives.
6. The bus driver should contact the School Administrator and the District Transportation Director to report the location and condition of students on the bus.
7. The School Administrator will determine what additional appropriate notifications should be made and will brief the District Superintendent on the situation.
8. If the bus driver is instructed to resume the bus route, the driver should continue to pick students up. Students should only be dropped off if a responsible adult is at the bus stop.
9. If it is impossible to return to school, the bus driver should contact the School Administrator and remain with the children until further instructions are received.
10. The bus driver is responsible for all students who board the bus throughout the emergency.

Scenario 2 – Serious Accident or Bus Fire

1. The bus driver will park the bus in a safe location with the emergency brake set and the ignition off.
2. In the event of a fire, students and the driver should evacuate the bus immediately and move to a safe location away from the bus and traffic using available barricades (e.g., trees, cars) when available.
3. The bus driver will immediately call 9-1-1 and provide the exact location of the bus and wait for the arrival of emergency response personnel.
4. The bus driver should check students for injuries and provide appropriate first aid.
5. The bus driver should call the School Administrator and the District Transportation Director (refer to the Essential Contacts in the Appendices of this Plan) to report the location and condition of students.

6. The School Administrator will determine what additional appropriate notifications should be made and will and the District Superintendent on the situation.

7. The bus driver is responsible for accounting for all students throughout the emergency.

Disorderly Conduct

1. Consult with the Police Department and the District to coordinate appropriate protection.
2. Establish a Command Post and an Incident Command System. Notify the Superintendent
3. Inform teachers and staff of the emergency situation. If necessary, signal a "Lockdown".
4. Do not release staff or students without authorization.
5. Screen all persons entering campus. A government issued picture ID will be required.
6. All students and staff are to remain in their respective classrooms and work areas.
7. Lock all doors and windows and close all window blinds or curtains.
8. Avoid window areas.
9. When the emergency is over, signal all clear.

Earthquake

A. INSIDE SCHOOL BUILDING:

- 1) The teacher, or staff member in authority, will implement action, "DUCK – COVER AND HOLD." Stay inside building until the shaking stops.
- 2) Try to avoid glass and falling objects, areas where there are large panels of glass and/or heavy suspended light fixtures.
- 3) Do not use telephones.
- 4) Implement action, "LEAVE BUILDING." Over intercom, when instructed to do so, after the earthquake is over and tremors have subsided. Special consideration should be given to exit routes as some exits have heavy roof structures over the doorways. Go to an open area away from trees, power poles, etc.
- 5) Avoid touching electrical wires and metal objects such as chain link fences.
- 6) Render first aid if necessary.
- 7) Take roll and submit Disaster Report to incident commander.
- 8) The principal/designee is to establish a command post, assess damage, activate search team and activates the incident command system.
- 9) Activate a buddy system; determine needs of neighboring classrooms. Listen for directions when to report to stations.
- 10) Principal to request assistance through school district channels.
- 11) Notify the District Emergency Operations Center of any breaks in utility lines.
- 12) The superintendent/designee will determine the feasibility of closing the school, based on the report of the principal.

B. IF OUTSIDE:

- 1) Move away from buildings, playground equipment, utility poles, signs, trees, metal fences, exposed wires and wet areas.
- 2) The safest place is in the open. Stay there until the earthquake is over.
- 3) DO NOT RUN! Do "DROP –TAKE COVER."
- 4) Follow procedures 5 through 12 under "Inside School Building."

C. HANDICAPPED STUDENTS:

- 1) Students with handicap conditions may need special assistance and instruction regarding falling debris. Additional drills may be needed to make certain the procedures are mastered. Each handicapped student's needs should be assessed in relation to the possibility of a disaster and his/her preparedness.

Explosion or Risk Of Explosion

- 1) DUCK, COVER, AND HOLD command is to be given immediately. Do not approach windows or doors.
- 2) If the explosion is not in the building, students and staff are to remain at their assigned locations until directed by competent authority.
- 3) When directed, evacuate.
- 4) If necessary, move to safe assembly areas outside the building and away from the location of the explosion.

- 5) Render first aid as necessary.
- 6) Teachers are to take roll, complete Disaster Report, and report missing students to the office.
- 7) If possible to fight small fires without endangering life, do so.

Fire in Surrounding Area

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Fire on School Grounds

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Flooding

- 1) Warning of an impending flood would normally be received at the endangered location by telephone from the District Office or from a civil agency (police or fire). If access to the Internet is available, the national weather service supplies current weather information, including severe weather warnings at <http://www.nwsla.noaa.gov>.
- 2) Establish a Command Post and communicate with the District Office. The predicted extent of the flood and the amount of time before it arrives will determine the course of action.
- 3) Keep students indoors until it is determined to be safe
- 4) Move students to pre-designated assembly areas if an evacuation is ordered.

5) Teachers are to take roll, complete Disaster Report, and report all missing students to the office.

6) The principal may initiate the following emergency actions:

- Dismiss school.
- Leave campus and move to a safe place

Loss or Failure Of Utilities

. Notify the appropriate utility company and the District Office.

2. Determine if any power, sewer, gas or water lines are down or ruptured on or adjacent to the campus. If so, activate the Incident Command System.

3. Determine if an evacuation is necessary.

4. Use emergency lighting (flashlights) and open window shades to provide as much light as possible.

5. Should the utility failure be for an extended period, make recommendations to and coordinate activities with the District Office.

Motor Vehicle Crash

1. Call 911 to report the crash.

2. Evaluate situation start first aid where possible

3. Noify the District Ofiice

4. Establish a command post as needed

5. Determine if any staff or students are in immediate danger. If necessary evacuate location to move away from crash.

6. Consult with District Office and Emergency personnel for further direction and coordinate activity as needed.

Psychological Trauma

br/>Many emergencies may result in psychological trauma for students and school staff. These emergencies may include an act of violence; the death of a student or staff member; an earthquake or other natural disaster; a serious environmental problem; or ethnic and racial tensions. Emergencies may result in the following conditions:

- Temporary disruption of regular school functions and routines
- Significant interference with the ability of students and staff to focus on learning
- Physical and/or psychological injury to students and staff
- Concentrated attention from the community and news media

As a result, students and staff may exhibit a variety of psychological reactions. Once the physical safety of those involved has been ensured, attention must focus on meeting the emotional and psychological needs of students and staff.

Specific procedures relating to crisis management can be found in the Oxnard School District – School Crisis Intervention Team Manual.

Procedure

1. The School Administrator will contact the District Superintendent to establish a Crisis Intervention Team, which has primary responsibility for providing necessary assistance after all types of crises.

2. The District Superintendent will determine whether a District EOC activation is necessary to support school site Crisis Intervention Team operations.

3. The Crisis Intervention Team will assess the range of crisis intervention services needed during and following an emergency.

4. The Crisis Intervention Team will provide direct intervention services for students and staff.

5.The School Administrator, District Superintendent and Crisis Intervention Team will work together to determine when and how school functions should be restored.

6. The Crisis Intervention Team should provide ongoing assessment, if needed, as well as follow-up services, as required.

Suspected Contamination of Food or Water

The following procedure should be followed if any school staff member reports suspected contamination of food or water. This procedure applies where there is evidence of tampering with food or packaging, observation of suspicious individuals in proximity to food or water supplies, or if the school is notified of possible food/water contamination by District staff or local agencies. Indicators of contamination may include unusual odor, color, or taste, and/or multiple persons with unexplained nausea, vomiting, or other illnesses.

Procedure

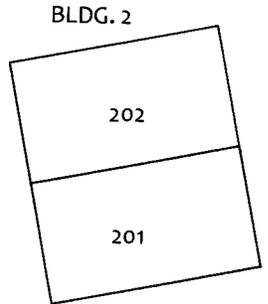
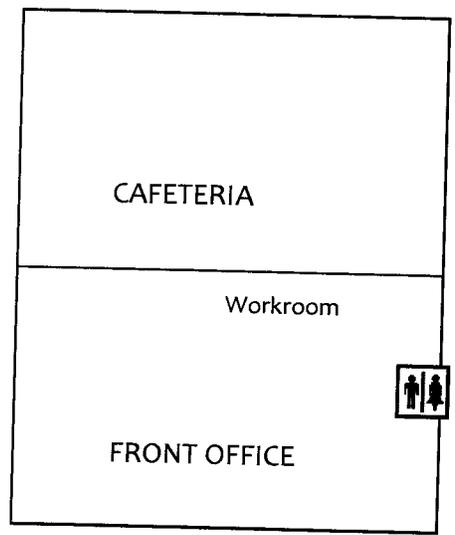
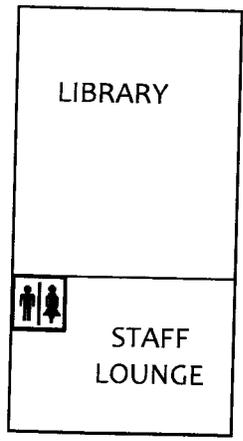
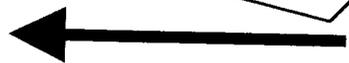
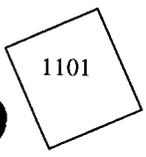
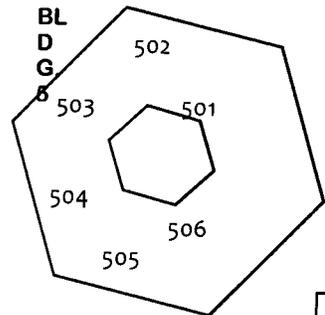
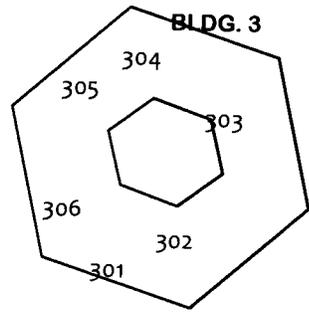
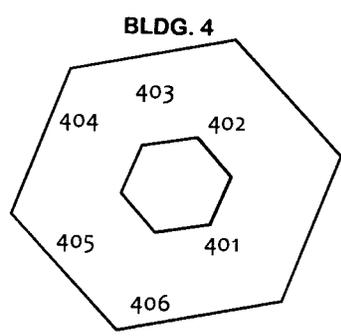
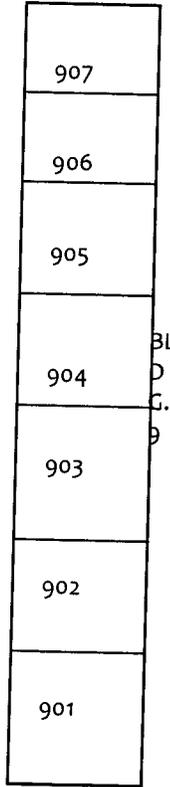
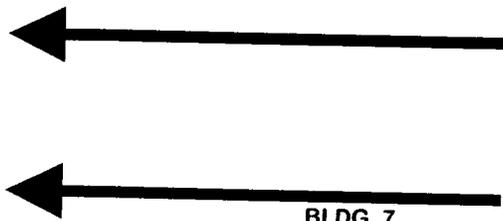
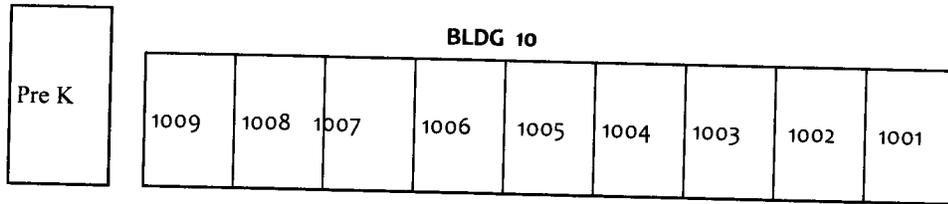
1. Upon indication of suspected contamination, the School Administrator will work with appropriate school staff to isolate the suspected food/water. Access should be restricted to the contaminated area to prevent consumption of food/water.
2. The School Administrator should call 9-1-1, District Superintendent, Child Nutrition Services and Ventura County Public Health .
3. District Superintendent will determine whether a District EOC activation is necessary to support school site operations.
4. School medical personnel should assess the need for medical attention and provide first aid, as appropriate.
5. The School Administrator and school staff will make a list of all potentially affected students and staff along with their symptoms, the food/water suspected to be contaminated, and the quantity and description of products consumed. The list should be provided to responding authorities.
6. The School Administrator should work with local authorities and District Superintendent to determine necessary follow-up actions, including the need to notify other potentially affected schools in the District.
7. The School Administrator and District Superintendent will work with Ventura County Public Health to determine when normal school operations can resume.
8. The School Administrator will ensure that parents are notified of the incident, as appropriate.

Unlawful Demonstration or Walkout

The administrator will contact the District Superintendent for direction.

Emergency Evacuation Map

Sierra Linda Elementary School Safe School Plan



BLDG. 8

BLDG. 1

Oxnard School District

Comprehensive School Safety Plan SB 187 Compliance Document

2014-2015 School Year

School: Juan Lagunas Soria Elementary School
CDS Code: 56725380119412
District: Oxnard School District
Address: 3101 Dunkirk Drive
 Oxnard, CA 93035
Date of Adoption: February 26, 2015

Approved by:

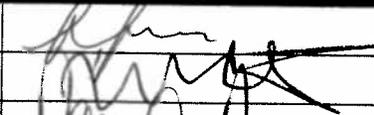
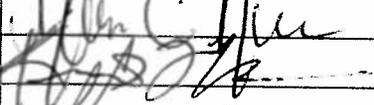
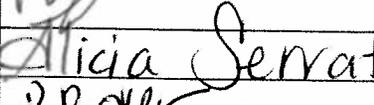
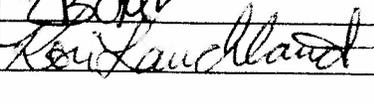
Name	Title	Signature	Date
Aracely Fox	Principal		03/11/15
Naomi Cortez	Assistant Principal		03/11/15
Maria Magana	ORC/Classified Rep		3/11/15
Kevin Thompson	Student Resource Officer		3-11-15
	Office Manager		
Alicia Serrato	Attendance Clerk	Alicia Serrato	3-11-15
Rachel Boxer	School Psychologist	Rachel Boxer	3-11-15
Kori Lauchland	Teacher	Kori Lauchland	3/11/15

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Senate Bill 187: Comprehensive School Safety Plan Purpose

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 AB 115. 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 of the Comprehensive School Safety Plan is available for review at Juan Lagunas Soria Elementary School's office.

Safety Plan Vision

Soria's goal is to provide the path to success for every child who walks through our doors. We promise to do our absolute best to provide a clean, safe and positive environment where each child can grow personally, socially and academically. We will promote respect for the diversity of others and the desire to strive for excellence.

Components of the Comprehensive School Safety Plan (EC 32281)

Juan Lagunas Soria Elementary School Safety Committee

Aracely Fox, Naomi Cortez, Maria Magana, Kevin Thompson, Alicia Serrato, Rachel Boxer, Kori Lauchland

Assessment of School Safety

Monthly drills, evaluation of monthly drills and end of the year self-evaluation in collaboration with OPD.

Lead custodian conducts monthly safety assessment of site and puts in appropriate paperwork as needed.

OPD periodically visits the school during the morning and dismissal hours and gives input into the safety of the 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)

Staff training, feedback from OPD after drills provided to staff, parent safety-education night, newsletter information for parents, SSC and ELAC updates on safety plan.

Campus is closed. All visitors must check in with the office and show I.D. to check out students.

(A) Child Abuse Reporting Procedures (EC 35294.2 [a] [2]; PC 11166)

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.

OSD CHILD ABUSE REPORTING PROCEDURES ADVISORY

If in doubt, file! (Call Children and Family Services or the Police Department)

Call Children and Family Services immediately to verbally report.

Forward completed Child Abuse Report form within 36 hours. Copy to principal and Superintendent Office Manager.

Do not pass on the responsibility to report. However, you can/should consult with your supervisor.

If you have a reasonable suspicion, you then have a duty to check (reasonable suspicion creates a duty.)

The burden of proof is not with you. Children and Family Services will do the investigation.

School staff is not liable for defamation if done in the course and scope of your employment.

(B) Disaster Procedures (EC 35295-35297; GC 8607 and 3100)

Disaster Plan (See Appendix C-F)

GENERAL: The 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.

- A. Mass panic can be one of the greatest dangers to students. Staff members should remember that in times of stress, students will look for leadership to those who are normally in an authoritative position. REMAIN CALM, size up the situation and take action based on known facts and plans.
- B. 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.
- C. A well-prepared and tested plan for prompt and positive protection minimizes injuries and loss of life in a major disaster.
- D. 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.
- E. 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.
- F. Emergency Announcements will be provided on the following radio stations.

AM Radio Stations:

- Ventura: KVTA 1520
- Los Angeles: KNX 1070
- Spanish: KTRO 1520

EM Radio Stations:

- Ventura: KHAY 100.7
- Los Angeles: KBIG 104.3
- Oxnard: KCAQ105

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.

(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.
 - k) Disrupted school activities or otherwise willfully defied the valid authority
 - 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.
 - 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

Expulsion Recommendations – Education Code

The principal, Superintendent or designee shall recommend that the Board expel any student found at school or at a school activity to be: (Education Code 48915)

- (a)(1) Causing serious physical injury to another person, except in self-defense.

- (a)(2) Possession of a knife, or other dangerous object of no reasonable use to the pupil.
- (a)(3) Unlawful possession of any controlled substance, (except for the first offense of not more than one ounce of marijuana).
- (a)(4) Robbery or extortion.
- (a)(5) Assault or battery upon any school employee.
- (c)(1) Possessing, selling, or otherwise furnishing a firearm.
- (c)(2) Brandishing a knife at another person.
- (c)(3) Unlawfully selling a controlled substance.
- (c)(4) Committing or attempting to commit a sexual assault.
- (c)(5) Possession of an explosive.

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: (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.

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.

(D) Procedures to Notify Teachers of Dangerous Pupils (EC 49079)

Whenever a student is identified as violent or dangerous per E.C. 49079 the teacher will be informed by the principal. The teacher shall keep this information in confidence and must not further disseminate it. However, if the teacher believes that the student is improperly placed (or is an immediate danger) these opinions (and related observations) should be shared with the principal immediately. The Student Study Team, and/or District SARB should be used for referral or added support in such cases. The district office also has a responsibility to insure that all appropriate actions are taken to identify, notify and support necessary interventions with regard to violent or dangerous pupils.

NOTICE OF SCHOOL DISRUPTION

Directive to Leave School Grounds Now

Your behavior constitutes an unlawful disruption at school in violation of Penal Code §§ 71, 601 and 626.8, Education Code §§ 44810 and 44811, and/or Code of Civil Procedure § 527.8.

YOU ARE DIRECTED TO LEAVE SCHOOL PROPERTY IMMEDIATELY!

The school district has procedures for resolving complaints and disputes which you may take advantage of if you wish. Please call (805) 487-3918 for further information. People at the Oxnard District Office will assist in situations such as this

(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 (805) 487-3918. 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, Pupil Support Services, 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 Soria 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. (Education Code 35294.1)

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.

(G) Procedure for Safe Ingress and Egress of Pupils, Parents, and Staff to and from School (EC 35294.2)

The student day is from 8:00 - 11:20 and 11:30 - 2:50 (AM and PM Kindergarten), 8:40 am to 2:50 pm (1-6) and 8:35 – 3:03 (7th and 8th grades). 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 4:30 pm.

- Once arriving at school, students are to immediately come onto the campus and move to 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 located at the gymnasium. Loitering is prohibited. Students who fail to adhere to this rule will be subject to disciplinary action.

CLOSED CAMPUS – LEAVING EARLY

Soria School 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 pick up or the bus. 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 Learning Director 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 with an ID can sign out for a student leaving campus.

TARDY / LATE POLICY

- Be On Time to all your classes.
- Be at your first class at least 5 minute before starting time.
- 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 7:55/8:30/8:35 am), 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 or come into 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), parents will be contacted to meet with principal/principal designee, attendance clerk and outreach specialist.
- 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 (385-1584) 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 8:30 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)

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.

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.

In all cases of truancy, students will be assigned detention.

Student drop off and pick up has been identified as a concern to the school's physical environment. The front parking lot has a designate drop off area and through traffic zone. This area is monitored and supervised by classified staff, certified and/or administrative staff. Parents may park in front lot to walk student(s) on to 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. 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 8:00 AM
- Students must exit and enter through the front or back gates.
- Breakfast is served from 8:00 - 8:25 Students can go out to the playground at 8:00am
- School begins at 8:00, 8:35 and 8:40, there is a two minute warning bell at 8:3 and 8:35.
- Soria Playground staff assist students at arrival and departure for safety.
- Use caution during arrival and departure times. Be patient and safe.
- Cross streets at designated cross walks.
- Dismissal time is 2:50 and 3:03, park outside of the school when waiting for children.
- Teachers supervise classes out for safe and orderly dismissal.

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 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's and district's 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.

(H) A Safe and Orderly School Environment Conducive to Learning (EC 35294.2)

Component:

Positive School Climate

Element:

Positive Behavior Support

Opportunity for Improvement:

Maintain a positive safe, bully free campus

Objectives	Action Steps	Resources	Lead Person	Evaluation
Positive Behavior plan to encourage daily attendance	<ul style="list-style-type: none"> • Aztec Attendance Club • Monthly, trimester, end of the year, reward attendance program • Weekly parent communication • Attendance Mediation 	-PTA and ASB funding support	<ul style="list-style-type: none"> • ORC • Attendance Technician • School Administration 	<ul style="list-style-type: none"> • Improved attendance
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 • Second Step • Shining Stars • 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
School wide behavior expectation strategies	<ul style="list-style-type: none"> • Full implementation of CHAMPS • Second Step • CHAMPS assemblies for students 	<ul style="list-style-type: none"> • On-going CHAMPS training • RTI Trainings • 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
Create a bully free school environment	<ul style="list-style-type: none"> • Bullying Assemblies • Training • Second Step • Buddy Bench • OPD Cyber bullying 	<ul style="list-style-type: none"> • PTA support for Assemblies • Site funding • Pupil Services for Curriculum 	<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

Component:

Schools 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
Ensure a closed campus safe from intruders	Ensure that locks and doors are in proper working order	-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 through to ensure that gates are locked, facilities are secured	N/A	<ul style="list-style-type: none"> Administration Lead Custodian 	Review monthly report and submit work orders as needed

(I) School Discipline Rules and Consequences (EC 35291 and EC 35291.5)

Juan Lagunas Soria Elementary School Student Conduct Code

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.

Conduct Code Procedures

Students May Be Disciplined for the Following Reasons:

- a) (1) Caused, attempted to cause, or threatened to cause physical injury to another person; or (3) 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.
 - k) Disrupted school activities or otherwise willfully defied the valid authority
 - 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.
 - 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.

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.

(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 so as 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 on the basis of 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

Safety Plan is reviewed and revised at the beginning and at the end of every school year. In addition during the year , the plan is reviewed with SSC and ELAC once a year. A parent meeting is held every year to review the plan as well.

Safety Plan Appendices

Emergency Contact Numbers

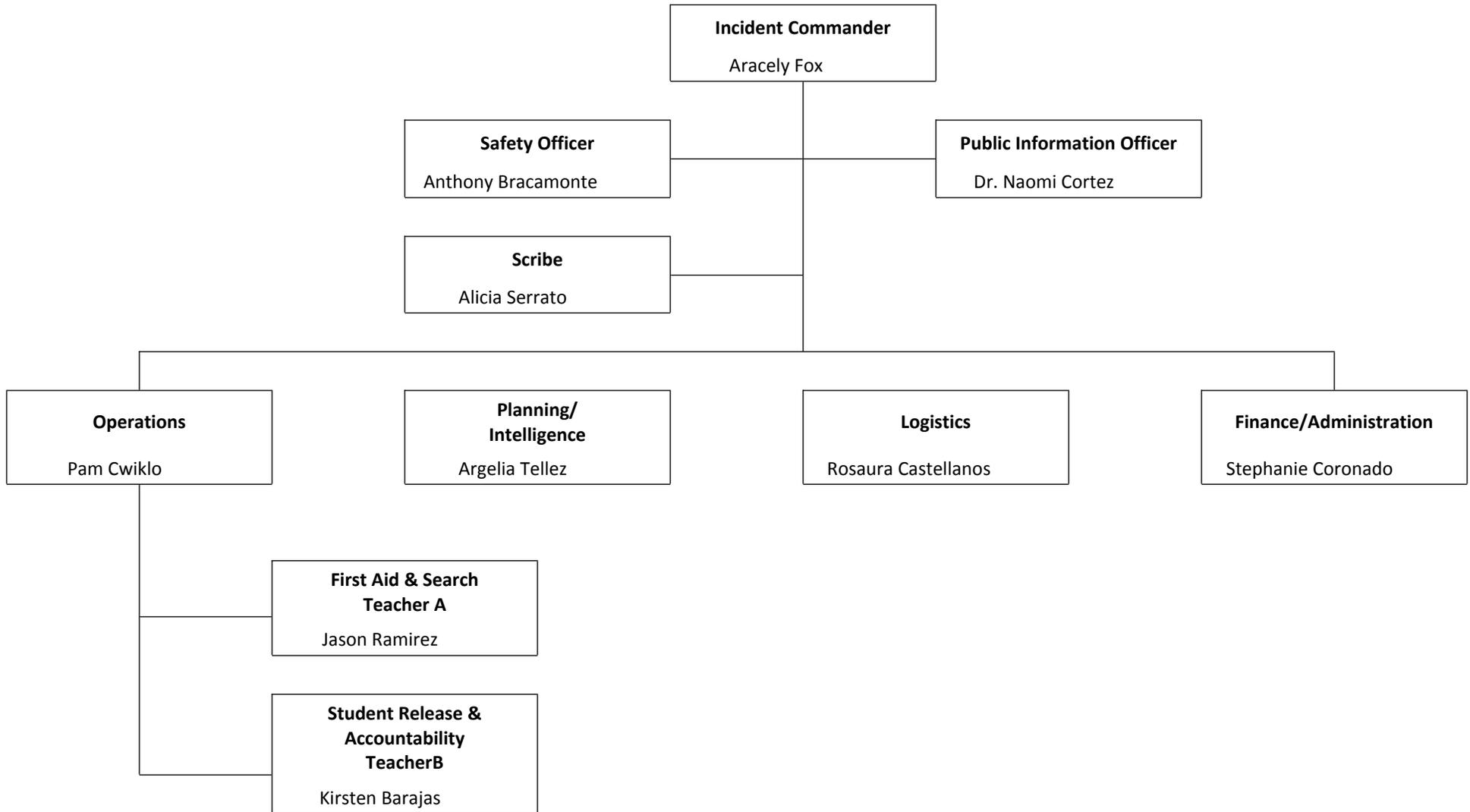
Utilities, Responders and Communication Resources

Type	Vendor	Number	Comments
Law Enforcement/Fire/Paramedic	Ventura County Sheriff's Department	911	
Law Enforcement/Fire/Paramedic	Police Department	911 from a land line; 486-1663 from cell phone	
Law Enforcement/Fire/Paramedic	Fire/Paramedic Emergency	911	
Law Enforcement/Fire/Paramedic	Ventura County Children & Family Services	654-3200	Human Resources Department
Public Utilities	Southern California Edison	1-800-655-4555 - 0	
Public Utilities	Southern California Gas	1(800) 427-2200 - 1	
Public Utilities	Telephone Repair	611	
Local Hospitals	St. Johns Hospital	988-2500	
Local Hospitals	Ventura County Medical Center	652-6000	
Local Hospitals	Community Memorial Hospital	652-5011	

Safety Plan Review, Evaluation and Amendment Procedures

Activity Description (i.e. review steps, meetings conducted, approvals, etc)	Date and Time	Attached Document (description and location)
September review with plan with staff. Review plan with safety committee at each regular scheduled meeting. January review plan with Leadership Team, Safety Committee and School Site Council. Update plan by February of each year.	August 20, 2013	Agenda
School Site Council meeting	April 30, 2014	Agenda
English Learner Advisory Committee meeting	January 23, 2014	Agenda
Parent Safety-plan information night	January 30, 2014	Agenda
Staff meeting with Oxnard PD	January 15, 2014	Agenda
School Three B's Assembly	February 19, 2014	

Juan Lagunas Soria Elementary School Incident Command System



Incident Command Team Responsibilities

Standardized Emergency Response Management System Overview

The California Standardized Emergency Management System (SEMS) is designed to centralize and coordinate emergency response through the use of standardized terminology and processes. This greatly facilitates the flow of information and resources among the agencies participating in response to an emergency. SEMS consists of five functions:

Management

During an emergency, the Incident Commander directs response actions from a designated Command Post. To effectively do this, the Incident Commander must constantly assess the situation, and develop and implement appropriate strategies. The Incident Commander must be familiar with the available resources, accurately document all response actions, and effectively communicate response strategies to others participating in the response. This function is typically filled by the school principal. The principal is assisted in carrying out this function by a Public Information & Liaison Officer and Safety Officer.

Planning & Intelligence

Planning and Intelligence involves the use of various methods to efficiently gather information, weigh and document the information for significance, and actively assess the status of the emergency. This understanding and knowledge about the situation at hand is vital to the effective management of a response. These activities are performed by a single person who reports directly to the Incident Commander.

Operations

All response actions are implemented under by Operations. This includes staff performing first aid, crisis intervention, search and rescue, site security, damage assessment, evacuations, and the release of students.

Logistics

Logistics supports the response by coordinating personnel; assembling and deploying volunteers; providing supplies, equipment, and services; and facilitating communications among emergency responders.

Finance & Administration

Finance & Administration involves the purchasing of all necessary materials, tracking financial records, timekeeping for emergency responders, and recovering school records following an emergency. These activities are performed by a single person who reports directly to the Incident Commander.

Emergency Response Guidelines

Step One: Identify the Type of Emergency

It is important to note that school administrators are responsible for the health and safety of students and staff during an emergency. Although the following procedures refer to specific actions, school administrators must exercise discretion in implementing standardized procedures and should consider modifications as necessary to ensure the health and safety of all personnel during an emergency. These might include: Earthquake, Hazardous materials, Flooding, Fire, Dam Failure, Transportation Incident (Air, Train, Truck), School Violence, Terrorism, Tsunami, and Public Health Emergency.

Step Two: Identify the Level of Emergency

OSD emergency response and recovery operations will be managed in one of three modes, depending on the magnitude of the emergency/disaster.

Level 1 is a minor incident that is quickly resolved and internal resources or limited help. The District will maintain normal staffing and reporting protocols. At this operational level, the environment is monitored for changes.

Level 2 is a more significant emergency that impacts district buildings and or school sites. For level 2 the Emergency Operations Plan is activated. The EOC will be activated but only those functions that are needed to coordinate and support emergency operations will be activated. The EOC Director will determine the magnitude of the emergency and coordinate its resolution or, if the emergency continues to develop, a Level 3 response will be activated. Other key staff may be alerted, depending on the nature of the emergency.

Level 3 is a disaster that involves the entire District, school sites and the surrounding community. At Level 3, the EOP is activated, and the entire District Emergency management organization is activated.

Step Three: Determine the Immediate Response Action

The staff and students response to any emergency/disaster is based on an understanding of the nature of the emergency/disaster, the potential hazards, the likely response services and knowledge of what individuals and groups should do to increase their chances of survival and recovery.

Immediate action responses may include: Drop cover and hold, Shelter in place, Lock down, Campus Evacuation, Off Campus Evacuation, and/or All Clear.

Step Four: Communicate the Appropriate Response Action

Based on the Emergency, we would activate members of the Emergency Incident Command System.

Pending level of Emergency communication locally is reported to parents by the Connect Ed telephone system. Significant Emergencies are then reported by the District. OSD reports and notifications are to be made to the Ventura County Operational Area via the City of Oxnard and those directives that are currently in place through the SIMS and NIMS plan.

Types of Emergencies & Specific Procedures

Aircraft Crash

1. Call 911 to report the crash. Designate whether private or commercial.
2. Notify the District Office.
3. Establish a Command Post and activate the Incident Command System
4. Determine if any staff or students are in immediate danger. If necessary, evacuate to primary/secondary locations away from the crash site. All others are to remain at their assigned locations.
5. Render first aid as necessary.
6. Take roll and report results to the incident command center.
7. Assist emergency responders and coordinate activities accordingly.
8. Once civil/military responders have taken charge of the accident area, coordinate the release of students (if necessary) with the District Office.

Animal Disturbance

Assess level of danger. If extremely dangerous call 911. All other cases call Animal Control and/or OPD

Armed Assault on Campus

1. Call 911
2. Institute Lockdown - Priority 1 procedures
3. Remain on Lockdown until "All Clear" is instituted by police.

Biological or Chemical Release

1. If you are notified of potentially hazardous release or accident, notify the Superintendent immediately.
2. Render first aid as necessary.
3. Establish a Command Post and implement the Incident Command System.
4. The decision to evacuate the site will be made by the Superintendent based on the recommendations of the principal and/or by competent civil authority.
5. If an evacuation order is imminent, move students and staff to a designated evacuation/shelter area. If evacuation is not imminent, students and staff should remain in classrooms or in assigned areas.
6. Until ordered to evacuate, assume that a "shelter-in-place strategy" will be employed and do the following:
 - 1) Direct all students and staff to remain indoors.
 - 2) Direct all heating and ventilation systems to be shut down.
 - 3) Direct that all windows be closed.

Bomb Threat/ Threat Of violence

1. The receiving person should attempt to keep the caller on the line, while communicating to nearby personnel that there is a bomb threat. (This person will complete the form entitled "Bomb Threat Report" (See form following).
2. Contact the police and the District Office.
3. Administrators will call for an evacuation and establish a command post.
4. DO NOT use radios or cellular telephones.
5. An organized search of the campus will be conducted under the direction of the law enforcement agencies/principal.
6. Activate the Incident Command System; Hazard Control Unit.
7. In the event that a suspicious object is located, all personnel should be kept clear of the area until law enforcement agencies have evaluated the conditions.
8. Return to your normal routine only when the principal and the law enforcement agencies/principal give the all clear to return back to school/classes.

Bus Disaster

The following procedures are for use by bus drivers and appropriate school administrators in the event of an earthquake, serious bus accident, or other emergency that occurs while students are on a field trip or being transported to or from school.

This section addresses two possible scenarios involving a bus disaster: (1) an earthquake and (2) a serious accident or bus fire. It is important to note that drivers may need to make spontaneous, independent decisions based on the nature of the emergency, age of the children, location of the bus, and other unique circumstances to ensure children's safety.

Procedure

Scenario 1 – Earthquake

1. Upon first indication of an earthquake, the bus driver should issue Drop, Cover, and Hold procedures to all students on the bus.
2. The bus should be moved away from all power lines, bridges, overpasses, possible landslide conditions, overhanging trees, or other dangerous situations.
3. The bus driver should set the emergency brake, turn off the ignition, and wait for the shaking to stop.
4. The bus driver should check students for any injuries and provide first aid, as appropriate.
5. In the event the bus is disabled, the driver and students should stay in place until help arrives.
6. The bus driver should contact the School Administrator and the District Transportation Director to report the location and condition of students on the bus.
7. The School Administrator will determine what additional appropriate notifications should be made and will brief the District Superintendent on the situation.
8. If the bus driver is instructed to resume the bus route, the driver should continue to pick students up. Students should only be dropped off if a responsible adult is at the bus stop.
9. If it is impossible to return to school, the bus driver should contact the School Administrator and remain with the children until further instructions are received.
10. The bus driver is responsible for all students who board the bus throughout the emergency.

Scenario 2 – Serious Accident or Bus Fire

1. The bus driver will park the bus in a safe location with the emergency brake set and the ignition off.
2. In the event of a fire, students and the driver should evacuate the bus immediately and move to a safe location away from the bus and traffic using available barricades (e.g., trees, cars) when available.
3. The bus driver will immediately call 9-1-1 and provide the exact location of the bus and wait for the arrival of emergency response personnel.
4. The bus driver should check students for injuries and provide appropriate first aid.
5. The bus driver should call the School Administrator and the District Transportation Director (refer to the Essential Contacts in the Appendices of this Plan) to report the location and condition of students.
6. The School Administrator will determine what additional appropriate notifications should be made and will and the District Superintendent on the situation.
7. The bus driver is responsible for accounting for all students throughout the emergency.

Disorderly Conduct

1. Consult with the Police Department and the District to coordinate appropriate protection.
2. Establish a Command Post and an Incident Command System. Notify the Superintendent (805) 487-3918.

3. Inform teachers and staff of the emergency situation. If necessary, signal a "Lockdown".
4. Do not release staff or students without authorization.
5. Screen all persons entering campus. A government issued picture ID (IE: drivers license) will be required.
6. All students and staff are to remain in their respective classrooms and work areas.
7. Lock all doors and windows and close all window blinds or curtains.
8. Avoid window areas.
9. When the emergency is over, signal all clear.

Earthquake

A. INSIDE SCHOOL BUILDING:

1. The teacher, or staff member in authority, will implement action, "DUCK – COVER AND HOLD." Stay inside building until the shaking stops.
2. Try to avoid glass and falling objects, areas where there are large panels of glass and/or heavy suspended light fixtures.
3. Do not use telephones.
4. Implement action, "LEAVE BUILDING" (long bell), when instructed to do so, after the earthquake is over and tremors have subsided. Special consideration should be given to exit routes as some exits have heavy roof structures over the doorways. Go to an open area away from trees, power poles, etc.
5. Avoid touching electrical wires and metal objects such as chain link fences.
6. Render first aid if necessary.
7. Take roll and report missing students to principal.
8. The principal/designee is to establish a command post, assess damage, activate search team and activate the incident command system.
9. Activate a buddy system; determine needs of neighboring schools.
10. Principal to request assistance through school district channels.
11. Notify the District Emergency Operations Center of any breaks in utility lines.
12. The superintendent/designee will determine the advisability of closing the school, based on the report of the principal.

B. IF OUTSIDE:

1. Move away from buildings, playground equipment, utility poles, signs, trees, metal fences, exposed wires and wet areas.
2. The safest place is in the open. Stay there until the earthquake is over.
3. Follow procedures 5 through 12 under "Inside School Building."

C. WALKING TO AND FROM SCHOOL:

1. The safest place is in the open. Stay there.
2. Move away from buildings, utility poles, signs, trees, metal fences and exposed wires.
3. DO NOT RUN! Do "DROP – TAKE COVER."
4. After an earthquake, if on your way TO school, continue to school.
5. After an earthquake, if on your way FROM school, continue home.

D. ON SCHOOL BUS:

1. If possible, the bus driver will pull to the side of the road away from any buildings, poles, and large trees issue command "DROP – TAKE COVER."
2. Turn off ignition and set brakes.
3. Wait until the earthquake is over.
4. If possible, contact dispatch office by radio for instructions.

E. HANDICAPPED STUDENTS:

1. Students with handicap conditions may need special assistance and instruction regarding falling debris. Additional drills may be needed to make certain the procedures are mastered.
2. Each handicapped student's needs should be assessed in relation to the possibility of a disaster and his/her preparedness.

Explosion or Risk Of Explosion

1. DUCK, COVER, AND HOLD command is to be given immediately. Do not approach windows or doors.

2. If the explosion is not in the building, students and staff are to remain at their assigned locations until directed by competent authority.
3. If necessary, move to primary/secondary evacuation locations outside the building and away from the location of the explosion.
4. Render first aid as necessary.
5. Notify authorities (911) and the Superintendent.
6. Activate the Incident Command System.
7. Teachers are to take roll and report missing students to the office.
8. If possible to fight small fires without endangering life, do so.
9. If necessary, notify utility companies of any breaks in their lines.

Fire in Surrounding Area

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Fire on School Grounds

A. INITIAL RESPONSE:

1. Sound the school alarm and evacuate building.
2. Notify the fire department by dialing 911.
3. Assemble at the pre-designated areas at safe distance from the fire/fire-fighting equipment.
4. Assist disabled during the evacuation.
5. Render first aid as necessary.
6. Check all bathrooms and training rooms for staff and students.
7. If it is possible for adults to fight small fires (no bigger than a desk) without endangering life and/or causing injury, do so.
8. Close, but do not lock all doors leading to the fire area to isolate the area and prevent the spread of the fire.
9. Keep access roads open for emergency vehicles.
10. Teachers should take roll and report missing students to the office. No one should leave the area until instructed to do so.
11. Notify the Superintendent.
12. The principal will recommend to the superintendent whether further action such as the EVACUATION OF SCHOOL should be implemented.
13. Notify utility companies of a break or suspected break in their lines.
14. After a serious fire, fire department officials and maintenance personnel should determine whether the building is safe before student and staff return.
15. In the event of a fire near the school, the principal shall determine what action is appropriate and notify the Superintendent.

Flooding

- 1) Warning of an impending flood would normally be received at the endangered location by telephone from the District Office or from a civil agency (police or fire). If access to the Internet is available, the national weather service supplies current weather information, including severe weather warnings at <http://www.nwsia.noaa.gov>.
- 2) Establish a Command Post and communicate with the District Office. The predicted extent of the flood and the amount of time before it arrives will determine the course of action.
- 3) Keep students indoors until it is determined to be safe
- 4) Move students to pre-designated assembly areas if an evacuation is ordered.
- 5) Teachers are to take roll, complete Disaster Report, and report all missing students to the office.
- 6) The principal may initiate the following emergency actions:
 - Dismiss school.
 - Leave campus and move to a safe place

Loss or Failure Of Utilities

1. Notify the appropriate utility company and the District Office.
2. Determine if any power, sewer, gas or water lines are down or ruptured on or adjacent to the campus. If so, activate the Incident Command System.
3. Determine if an evacuation is necessary.
4. Use emergency lighting (flashlights) and open window shades to provide as much light as possible.
5. Should the utility failure be for an extended period, make recommendations to and coordinate activities with the District Office.

Motor Vehicle Crash

1. Call 911 to report the crash.
2. Evaluate situation start first aid where possible
3. Notify the District Office
4. Establish a command post as needed
5. Determine if any staff or students are in immediate danger. If necessary evacuate location to move away from crash.
6. Consult with District Office and Emergency personnel for further direction and coordinate activity as needed.

Psychological Trauma

Many emergencies may result in psychological trauma for students and school staff. These emergencies may include an act of violence; the death of a student or staff member; an earthquake or other natural disaster; a serious environmental problem; or ethnic and racial tensions. Emergencies may result in the following conditions:

- Temporary disruption of regular school functions and routines
- Significant interference with the ability of students and staff to focus on learning
- Physical and/or psychological injury to students and staff
- Concentrated attention from the community and news media

As a result, students and staff may exhibit a variety of psychological reactions. Once the physical safety of those involved has been ensured, attention must focus on meeting the emotional and psychological needs of students and staff.

Specific procedures relating to crisis management can be found in the Oxnard School District – School Crisis Intervention Team Manual.

Procedure

1. The School Administrator will contact the District Superintendent to establish a Crisis Intervention Team, which has primary responsibility for providing necessary assistance after all types of crises.
2. The District Superintendent will determine whether a District EOC activation is necessary to support school site Crisis Intervention Team operations.
3. The Crisis Intervention Team will assess the range of crisis intervention services needed during and following an emergency.

4. The Crisis Intervention Team will provide direct intervention services for students and staff.
5. The School Administrator, District Superintendent and Crisis Intervention Team will work together to determine when and how school functions should be restored.
6. The Crisis Intervention Team should provide ongoing assessment, if needed, as well as follow-up services, as required.

Suspected Contamination of Food or Water

The following procedure should be followed if any school staff member reports suspected contamination of food or water. This procedure applies where there is evidence of tampering with food or packaging, observation of suspicious individuals in proximity to food or water supplies, or if the school is notified of possible food/water contamination by District staff or local agencies. Indicators of contamination may include unusual odor, color, or taste, and/or multiple persons with unexplained nausea, vomiting, or other illnesses.

Procedure

1. Upon indication of suspected contamination, the School Administrator will work with appropriate school staff to isolate the suspected food/water. Access should be restricted to the contaminated area to prevent consumption of food/water.
2. The School Administrator should call 9-1-1, District Superintendent, Child Nutrition Services and Ventura County Public Health .
3. District Superintendent will determine whether a District EOC activation is necessary to support school site operations.
4. School medical personnel should assess the need for medical attention and provide first aid, as appropriate.
5. The School Administrator and school staff will make a list of all potentially affected students and staff along with their symptoms, the food/water suspected to be contaminated, and the quantity and description of products consumed. The list should be provided to responding authorities.
6. The School Administrator should work with local authorities and District Superintendent to determine necessary follow-up actions, including the need to notify other potentially affected schools in the District.
7. The School Administrator and District Superintendent will work with Ventura County Public Health to determine when normal school operations can resume.
8. The School Administrator will ensure that parents are notified of the incident, as appropriate.

Unlawful Demonstration or Walkout

The administrator will contact the District Superintendent for direction.

Emergency Evacuation Map

Juan Lagunas Soria School

3101 Dunkirk Dr, Oxnard, CA 93035 (805) 385-1584



PLAYGROUND

343 / 342

341 / 340

339 / 346

337 / 338

335 / 336

Bldg. 3

309 / 308

307 / 306

305 / 304

303 / 302

301

Computer
Lab

Rm. 206

Rm. 205

Rm. 204

Rm. 203

Rm. 202

Rm. 201

Bldg. 7

**Kindergarten
Playground**

P
L
A
Y
G
R
O
U
N
D

Bldg. 4

422 / 421

401 / 402

424 / 423

403 / 404

426 / 425

405 / 406

LIBRARY

A
M
P
H
I
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E
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E
R

**MULTI-
PURPOSE
ROOM**

(CAFETERIA)

BLDG. 1

**ADMINISTRATION
SCHOOL OFFICE**

{RSP ROOM}

Bldg. 2

WORKROOM

STAFF LOUNGE

KITCHEN

Rest
Rooms

P. E.
Storage

Bldg. 5

Bldg. 8

Boys
Locker
Room

Girls
Locker
Room

Basketball Court

SERVICE
GATE

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 3/18/15

CLOSED SESSION	_____
SECTION B: HEARINGS	_____
SECTION C: CONSENT	_____
SECTION D: ACTION	<u> X </u>
SECTION E: REPORTS/DISCUSSION	_____
SECTION F: BOARD POLICIES	_____

2014-15 Second Interim Report (Cline/Penanhoat)

In accordance with Education Code Section 42131 (1240), the Board will receive the Oxnard School District 2014-15 Second Interim Report.

FISCAL IMPACT

None.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, and the Director of Finance that the Board of Trustees accept the 2014-15 Second Interim Report as presented, and authorize the filing of a Positive Certification with the Ventura County Office of Education.

ADDITIONAL MATERIAL

Attached: 2014-15 Second Interim Report Document (129 pages)

DISTRICT GOAL(S)

Goal 6 - Develop the Annual Budget to Support the Educational Goals of the District

2014-15
2nd Interim Report
(period ending January 31, 2015)



Board Meeting of
March 18, 2015

Presented by:

Lisa Cline, Assistant Superintendent, Business & Fiscal Services
and

Janet Penanhoat, Director of Finance

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OXNARD SCHOOL DISTRICT

Second Interim Report 2014-2015

Education Code 42130 provides that the district submit a Second Interim Report to the governing board of the district that covers the financial and budgetary status of the district for the period ending January 31.

Education Code 42131(a) (1) further states that “pursuant to the reports required by Section 42130, the governing board of each school district shall certify, in writing, within 45 days after the close of the period being reported, whether or not the school district is able to meet its financial obligations for the remainder of the fiscal year, and based on current forecasts, for the subsequent fiscal year.”

In keeping with the provision, the district is providing in the enclosed document the following:

- District Certification of Interim Report (POSITIVE)
- Summary Review of School District Second Interim Report
- Average Daily Attendance Form
- General Fund Summary
- Actual and Projected Cash Flows
- School District Criteria & Standard Summary Review

OTHER FUNDS

The Other Funds of the district are substantially unchanged from that presented in the 1st Interim Budget.

MULTI-YEAR PROJECTIONS

Beginning on page 91 are the projections for the 2015-16 and 2016-17 fiscal years. The FCMAT LCFF Calculator was used to determine changes to projected revenues. Current ADA projection models were used to determine projected future ADA.

SUMMARY

Budget updates will occur on a regular basis. All projections are based upon information available at this point in time and are subject to change as further information becomes available.

RECOMMENDATION

For purpose of meeting the Second Interim Reporting Guidelines, it is recommended that the Board accept the Second Interim Report as presented and authorize the filing of a Positive Certification with the Ventura County Office of Education.

NOTICE OF CRITERIA AND STANDARDS REVIEW. This interim report was based upon and reviewed using the state-adopted Criteria and Standards. (Pursuant to Education Code (EC) sections 33129 and 42130)

Signed: _____ Date: _____
District Superintendent or Designee

NOTICE OF INTERIM REVIEW. All action shall be taken on this report during a regular or authorized special meeting of the governing board.

To the County Superintendent of Schools:

This interim report and certification of financial condition are hereby filed by the governing board of the school district. (Pursuant to EC Section 42131)

Meeting Date: March 18, 2015 Signed: _____
President of the Governing Board

CERTIFICATION OF FINANCIAL CONDITION

POSITIVE CERTIFICATION
As President of the Governing Board of this school district, I certify that based upon current projections this district will meet its financial obligations for the current fiscal year and subsequent two fiscal years.

QUALIFIED CERTIFICATION
As President of the Governing Board of this school district, I certify that based upon current projections this district may not meet its financial obligations for the current fiscal year or two subsequent fiscal years.

NEGATIVE CERTIFICATION
As President of the Governing Board of this school district, I certify that based upon current projections this district will be unable to meet its financial obligations for the remainder of the current fiscal year or for the subsequent fiscal year.

Contact person for additional information on the interim report:

Name: Janet Penanhoat Telephone: 805-385-1501 x2455
Title: Director of Finance E-mail: jpenanhoat@oxnardsd.org

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review form (Form 01CSI). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern, which could affect the interim report certification, and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Funded ADA for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.	X	

CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Enrollment	Projected enrollment for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.	X	
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio for the current and two subsequent fiscal years is consistent with historical ratios.		X
4	Local Control Funding Formula (LCFF)	Projected LCFF for any of the current or two subsequent fiscal years has not changed by more than two percent since first interim.		X
5	Salaries and Benefits	Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures has not changed by more than the standard for the current and two subsequent fiscal years.		X
6a	Other Revenues	Projected operating revenues (federal, other state, other local) for the current and two subsequent fiscal years have not changed by more than five percent since first interim.		X
6b	Other Expenditures	Projected operating expenditures (books and supplies, services and other expenditures) for the current and two subsequent fiscal years have not changed by more than five percent since first interim.		X
7a	Deferred Maintenance	AB 97 (Chapter 47, Statutes of 2013) eliminated the Deferred Maintenance program under the Local Control Funding Formula. This section has been inactivated.		
7b	Ongoing and Major Maintenance Account	If applicable, changes occurring since first interim meet the required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account).	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard in any of the current or two subsequent fiscal years.		X
9a	Fund Balance	Projected general fund balance will be positive at the end of the current and two subsequent fiscal years.	X	
9b	Cash Balance	Projected general fund cash balance will be positive at the end of the current fiscal year.	X	
10	Reserves	Available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the current and two subsequent fiscal years.	X	

SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) occurred since first interim that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures funded with one-time revenues that have changed since first interim by more than five percent?	X	
S3	Temporary Interfund Borrowings	Are there projected temporary borrowings between funds?		X
S4	Contingent Revenues	Are any projected revenues for any of the current or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed since first interim by more than \$20,000 and more than 5% for any of the current or two subsequent fiscal years?		X

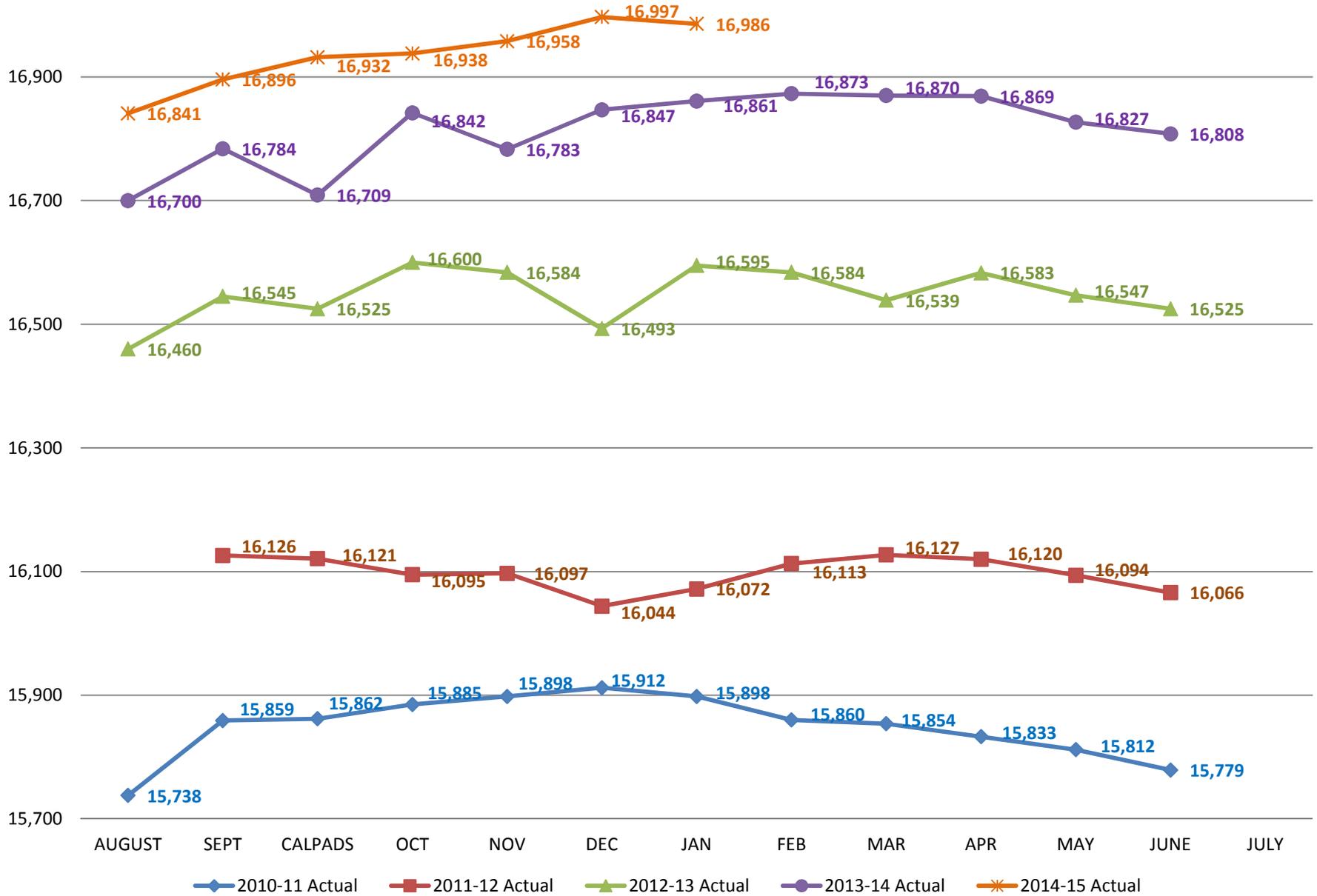
SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements?		X
		• If yes, have annual payments for the current or two subsequent fiscal years increased over prior year's (2013-14) annual payment?		X
		• If yes, will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?	X	
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)?		X
		• If yes, have there been changes since first interim in OPEB liabilities?	X	
S7b	Other Self-insurance Benefits	Does the district operate any self-insurance programs (e.g., workers' compensation)?	X	
		• If yes, have there been changes since first interim in self-insurance liabilities?	n/a	
S8	Status of Labor Agreements	As of second interim projections, are salary and benefit negotiations still unsettled for:		
		• Certificated? (Section S8A, Line 1b)		X
		• Classified? (Section S8B, Line 1b)		X
S8	Labor Agreement Budget Revisions	For negotiations settled since first interim, per Government Code Section 3547.5(c), are budget revisions still needed to meet the costs of the collective bargaining agreement(s) for:		
		• Certificated? (Section S8A, Line 3)	n/a	
		• Classified? (Section S8B, Line 3)	n/a	
S9	Status of Other Funds	Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?	X	

ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?	X	
A3	Declining Enrollment	Is enrollment decreasing in both the prior and current fiscal years?	X	
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior or current fiscal year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?		X
A7	Independent Financial System	Is the district's financial system independent from the county office system?		X
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?	X	

G = General Ledger Data; S = Supplemental Data

Form	Description	Data Supplied For:			
		2014-15 Original Budget	2014-15 Board Approved Operating Budget	2014-15 Actuals to Date	2014-15 Projected Totals
011	General Fund/County School Service Fund	GS	GS	GS	GS
091	Charter Schools Special Revenue Fund				
101	Special Education Pass-Through Fund				
111	Adult Education Fund				
121	Child Development Fund	G	G	G	G
131	Cafeteria Special Revenue Fund	G	G	G	G
141	Deferred Maintenance Fund		G	G	G
151	Pupil Transportation Equipment Fund				
171	Special Reserve Fund for Other Than Capital Outlay Projects				G
181	School Bus Emissions Reduction Fund				
191	Foundation Special Revenue Fund				
201	Special Reserve Fund for Postemployment Benefits				
211	Building Fund	G	G	G	G
251	Capital Facilities Fund	G	G	G	G
301	State School Building Lease-Purchase Fund				
351	County School Facilities Fund	G	G	G	G
401	Special Reserve Fund for Capital Outlay Projects				
491	Capital Project Fund for Blended Component Units				
511	Bond Interest and Redemption Fund	G	G	G	G
521	Debt Service Fund for Blended Component Units				
531	Tax Override Fund				
561	Debt Service Fund				
571	Foundation Permanent Fund				
611	Cafeteria Enterprise Fund				
621	Charter Schools Enterprise Fund				
631	Other Enterprise Fund				
661	Warehouse Revolving Fund				
671	Self-Insurance Fund				
711	Retiree Benefit Fund	G	G	G	G
731	Foundation Private-Purpose Trust Fund				
AI	Average Daily Attendance	S	S		S
CASH	Cashflow Worksheet				
CHG	Change Order Form				
CI	Interim Certification				S
ICR	Indirect Cost Rate Worksheet				
MYPI	Multiyear Projections - General Fund				GS
NCMOE	No Child Left Behind Maintenance of Effort				G
SI	Summary of Interfund Activities - Projected Year Totals				G
01CSI	Criteria and Standards Review				S

Oxnard School District Enrollment History 2010-11 through 2014-15 Actuals



Description	ESTIMATED FUNDED ADA Original Budget (A)	ESTIMATED FUNDED ADA Board Approved Operating Budget (B)	ESTIMATED P-2 REPORT ADA Projected Year Totals (C)	ESTIMATED FUNDED ADA Projected Year Totals (D)	DIFFERENCE (Col. D - B) (E)	PERCENTAGE DIFFERENCE (Col. E / B) (F)
A. DISTRICT						
1. Total District Regular ADA per EC 42238.05(b) Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	16,449.75	16,362.05	16,396.87	16,396.87	34.82	0%
2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA per EC 42238.05(b) Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0%
3. Total Basic Aid Open Enrollment Regular ADA per EC 42238.05(b) Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.00	0.00	0%
4. Total, District Regular ADA (Sum of Lines A1 through A3)	16,449.75	16,362.05	16,396.87	16,396.87	34.82	0%
5. District Funded County Program ADA						
a. County Community Schools per EC 1981(a)(b)&(d)	0.00	0.00	0.00	0.00	0.00	0%
b. Special Education-Special Day Class	59.44	58.00	58.00	58.00	0.00	0%
c. Special Education-NPS/LCI	0.00	0.00	0.00	0.00	0.00	0%
d. Special Education Extended Year-NPS/LCI	5.44	5.00	5.00	5.00	0.00	0%
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools, Technical, Agricultural, and Natural Resource Conservation Schools	0.00	0.00	0.00	0.00	0.00	0%
f. Total, District Funded County Program ADA (Sum of Lines A5a through A5e)	64.88	63.00	63.00	63.00	0.00	0%
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5f)	16,514.63	16,425.05	16,459.87	16,459.87	34.82	0%
7. Adults in Correctional Facilities	0.00	0.00	0.00	0.00	0.00	0%
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

PROPOSITION 30 - EPA

EPA Entitlement as % of statewide adjusted Revenue Limit	21.5165%	21.0317%	21.9621%	21.9621%	21.9621%
CALCULATE APPLICATION OF EPA					
	2012-13	2013-14	2014-15	2015-16	2016-17
Adjusted Total Revenue Limit	80,766,220	82,627,040	83,645,274	83,645,274	83,645,274
CY Adjusted NSS Allowance	-	-	-	-	-
Total	80,766,220	82,627,040	83,645,274	83,645,274	83,645,274
Less Property Taxes/In-Lieu	21,314,278	19,168,708	17,601,408	17,601,408	17,601,408
Gross State Aid for Purposes of EPA	59,451,942	63,458,332	66,043,866	66,043,866	66,043,866
EPA Entitlement					
Proportionate Share*	17,378,064	17,377,871	18,370,259	18,370,259	18,370,259
Min EPA \$200/ADA	3,178,666	3,251,900	3,291,974	3,291,974	3,291,974
EPA Allocation	17,378,064	17,377,871	18,370,259	18,370,259	18,370,259
Application of EPA					
Phase-In Entitlement	80,766,220	107,577,575	125,832,923	140,074,068	148,036,028
Less Property Taxes/In-Lieu	21,314,278	19,168,708	17,601,408	17,601,408	17,601,408
Gross State Aid	59,451,942	88,408,867	108,231,515	122,472,660	130,434,620
Less EPA Allocation	17,378,064	17,377,871	18,370,259	18,370,259	18,370,259
Net State Aid	42,073,878	71,030,996	89,861,256	104,102,401	112,064,361
Minimum State Aid					
Adjusted Total Revenue Limit	80,766,220	82,627,039	83,645,274	83,645,274	83,645,274
2012-13 Deficited NSS Allowance	-	-	-	-	-
Less Property Taxes/In-Lieu	21,314,278	19,168,708	17,601,408	17,601,408	17,601,408
Less EPA Allocation	17,378,064	17,377,871	18,370,259	18,370,259	18,370,259
Revenue Limit Minimum State Aid	42,073,878	46,080,460	47,673,607	47,673,607	47,673,607
Categorical Minimum State Aid	17,222,074	17,222,074	17,222,074	17,222,074	17,222,074
Minimum State Aid Guarantee	59,295,952	63,302,534	64,895,681	64,895,681	64,895,681
Charter School Minimum State Aid Offset <i>(effective 2014-15)</i>	-	-	-	-	-
LCFF State Aid	59,295,952	71,030,996	89,861,256	104,102,401	112,064,361
EPA in Excess to LCFF Funding	-	-	-	0	-

*EPA proportionate share is based on the adjusted revenue limit in the Floor calculation

LCFF Calculator Universal Assumptions

Oxnard

Summary of Funding

	2013-14	2014-15	2015-16	2016-17
Target	\$ 164,243,853	\$ 167,496,793	\$ 170,073,821	\$ 173,654,665
Floor	99,849,114	108,691,048	125,832,923	140,074,068
Current Year Gap Funding	7,728,461	17,141,875	14,241,145	7,961,960
Economic Recovery Target	-	-	-	-
Additional State Aid	-	-	-	-
Total Phase-In Entitlement	\$ 107,577,575	\$ 125,832,923	\$ 140,074,068	\$ 148,036,028

Components of LCFF By Object Code

	2012-13	2013-14	2014-15	2015-16	2016-17
8011 - State Aid	\$ 42,073,878	\$ 71,030,996	\$ 89,861,256	\$ 104,102,401	\$ 112,064,361
8011 - Fair Share	-	-	-	-	-
8311 & 8590 - Categoricals	17,222,074	-	-	-	-
8012 - EPA	17,378,064	17,377,871	18,370,259	18,370,259	18,370,259
<i>Local Revenue Sources:</i>					
8021 to 8048 - Property Taxes		19,168,708	17,601,408	17,601,408	17,601,408
8096 - In-Lieu of Property Taxes		-	-	-	-
<i>Property Taxes net of in-lieu</i>	<i>21,314,278</i>	<i>19,168,708</i>	<i>17,601,408</i>	<i>17,601,408</i>	<i>17,601,408</i>
TOTAL FUNDING	\$ 97,988,294	\$ 107,577,575	\$ 125,832,923	\$ 140,074,068	\$ 148,036,028
<i>Excess Taxes</i>	<i>\$ -</i>	<i>\$ -</i>	<i>\$ -</i>	<i>\$ -</i>	<i>\$ -</i>
<i>EPA in excess to LCFF Funding</i>	<i>\$ -</i>	<i>\$ -</i>	<i>\$ -</i>	<i>\$ -</i>	<i>\$ -</i>

**Minimum Proportionality Percentage (MPP):
Summary Supplemental & Concentration Grant**

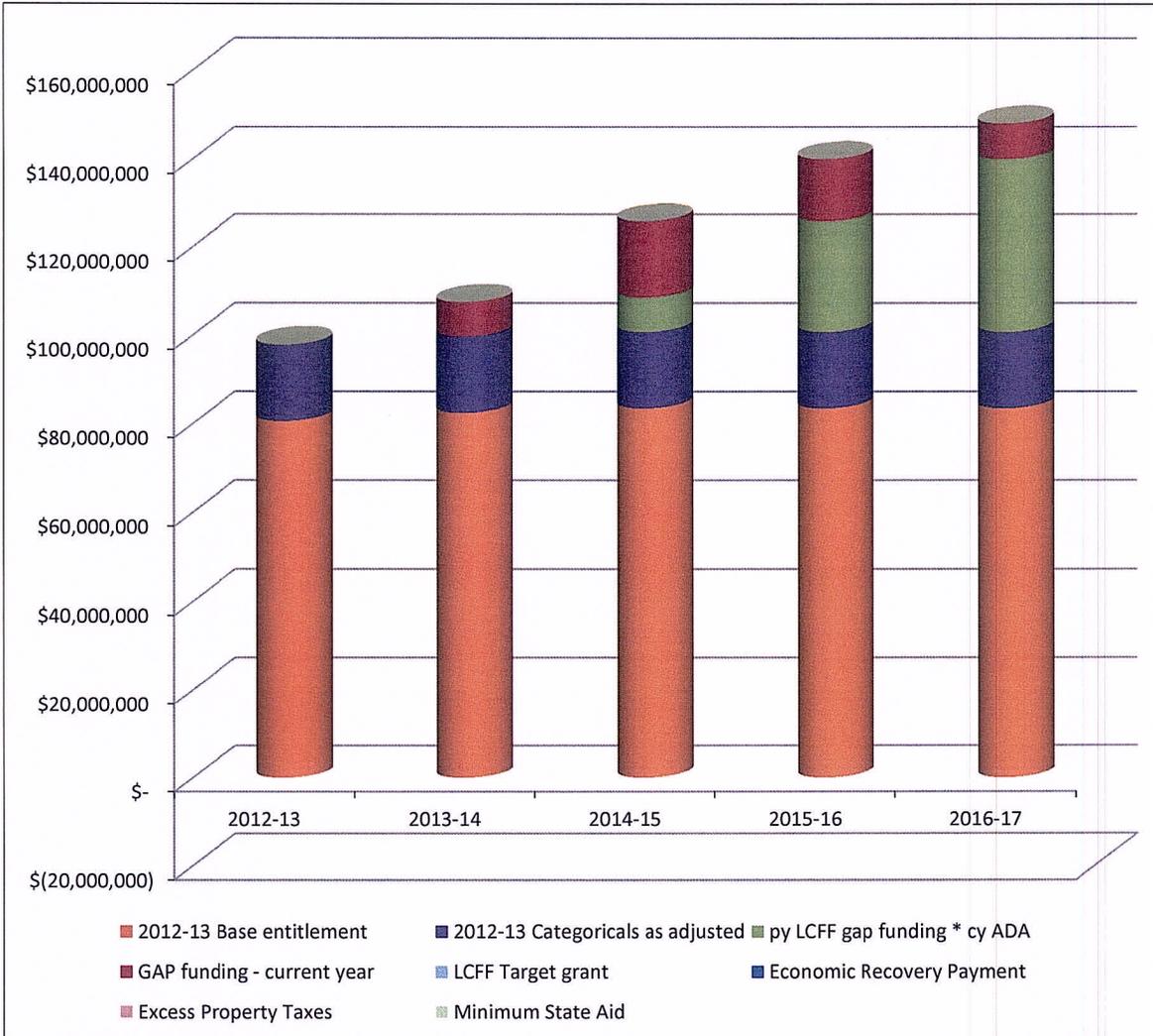
	2013-14	2014-15	2015-16	2016-17
Current year estimated supplemental and concentration grant funding in the LCAP year	\$ 16,808,227	\$ 18,481,181	\$ 15,837,316	\$ 12,141,816
Current year Minimum Proportionality Percentage (MPP)	15.66%	15.42%	12.14%	

Summary of Student Population

	2013-14	2014-15	2015-16	2016-17
Unduplicated Pupil Population				
Count	15,098.00	15,230.00	15,230.00	15,230.00
Rolling %, Supplemental Grant	89.5652%	89.4367%	89.3943%	89.3098%
Rolling %, Concentration Grant	89.5652%	89.4367%	89.3943%	89.3098%
Total Actual ADA	16,259.50	16,459.87	16,459.87	16,459.87
Grades TK-3	7,756.47	7,814.82	7,814.82	7,814.82
Grades 4-6	5,238.40	5,358.92	5,358.92	5,358.92
Grades 7-8	3,264.63	3,286.13	3,286.13	3,286.13
Grades 9-12	-	-	-	-
Total Adjusted Base Funded ADA	16,259.50	16,459.87	16,459.87	16,459.87
Grades TK-3	7,756.47	7,814.82	7,814.82	7,814.82
Grades 4-6	5,238.40	5,358.92	5,358.92	5,358.92
Grades 7-8	3,264.63	3,286.13	3,286.13	3,286.13
Grades 9-12	-	-	-	-
Necessary Small Schools	-	-	-	-

LOCAL CONTROL FUNDING FORMULA

	2012-13	2013-14	2014-15	2015-16	2016-17
Excess Property Taxes	\$ -	\$ 0	\$ 0	\$ (0)	\$ 0
Minimum State Aid	\$ -	\$ -	\$ -	\$ -	\$ -
Economic Recovery Payment	\$ -	\$ -	\$ -	\$ -	\$ -
LCFF Target grant	\$ -	\$ -	\$ -	\$ -	\$ -
GAP funding - current year	\$ -	\$ 7,728,461	\$ 17,141,875	\$ 14,241,145	\$ 7,961,960
py LCFF gap funding * cy ADA	\$ -	\$ -	\$ 7,823,700	\$ 24,965,575	\$ 39,206,720
2012-13 Categoricals as adjusted	\$ 17,222,074	\$ 17,222,074	\$ 17,222,074	\$ 17,222,074	\$ 17,222,074
2012-13 Base entitlement	\$ 80,766,220	\$ 82,627,040	\$ 83,645,274	\$ 83,645,274	\$ 83,645,274
Total General Purpose Funding	\$ 97,988,294	\$ 107,577,575	\$ 125,832,923	\$ 140,074,068	\$ 148,036,028
Calculator tab: Recap total LCFF Proof	\$ 97,988,294 TRUE	\$ 107,577,575 TRUE	\$ 125,832,923 TRUE	\$ 140,074,068 TRUE	\$ 148,036,028 TRUE



LCFF Entitlement and Funding Sources before COE Transfer, Choice and Charter Supplemental

Oxnard					2/6/15
LOCAL CONTROL FUNDING FORMULA					
Summary of Funding					
	2013-14	2014-15	2015-16	2016-17	
Target	\$ 164,243,853	\$ 167,496,793	\$ 170,073,821	\$ 173,654,665	
Floor	99,849,114	108,691,048	125,832,923	140,074,068	
CY Gap Funding	7,728,461	17,141,875	14,241,145	7,961,960	
ERT	-	-	-	-	
Minimum State Aid	-	-	-	-	
Total Phase-In Entitlement	\$ 107,577,575	\$ 125,832,923	\$ 140,074,068	\$ 148,036,028	

Components of LCFF By Object Code					
	2012-13	2013-14	2014-15	2015-16	2016-17
8011 - State Aid	\$ 42,073,878	\$ 71,030,996	\$ 89,861,256	\$ 104,102,401	\$ 112,064,361
8011 - Fair Share	-	-	-	-	-
8311 & 8590 - Categoricals	17,222,074	-	-	-	-
8012 - EPA	17,378,064	17,377,871	18,370,259	18,370,259	18,370,259
<i>Local Revenue Sources:</i>					
8021 to 8048 - Property Taxes net of in-lieu	21,314,278	19,168,708	17,601,408	17,601,408	17,601,408
8096 - Charter's In-Lieu Taxes	-	-	-	-	-
TOTAL FUNDING	\$ 97,988,294	\$ 107,577,575	\$ 125,832,923	\$ 140,074,068	\$ 148,036,028
<i>Excess Taxes</i>	\$ -	\$ 0	\$ 0	\$ (0)	\$ 0

**School District Data Elements required to calculate the LCFF
for 2013-14 through 2016-17**

Oxnard

2/6/15

	2013-14	2014-15	2015-16	2016-17
COLA	1.57%	0.85%	1.58%	2.17%
GAP Funding rate	12.00%	29.15%	32.19%	23.71%
Estimated Property Taxes (with RDA)	19,168,708	17,601,408	17,601,408	17,601,408
Less In-Lieu transfer	\$ -	\$ -	\$ -	\$ -
Total Local Revenue	\$ 19,168,708	\$ 17,601,408	\$ 17,601,408	\$ 17,601,408
Statewide 90th percentile rate	\$ 12,921.15	---	---	---

UNDUPLICATED PUPIL PERCENTAGE

	District Enrollment	COE Enrollment	Total Enrollment	District Unduplicated Pupil Count	COE Unduplicated Pupil Count	Total Unduplicated Pupil Count
2013-14	16,787	70	16,857	15,098		15,098
2014-15	16,983	70	17,053	15,230		15,230
2015-16	16,983	70	17,053	15,230		15,230
2016-17	16,983	70	17,053	15,230		15,230
2017-18	16,983	70	17,053	15,230		15,230

	Straight Unduplicated Pupil Percentage	Unduplicated Pupil Percentage (%)	
2013-14	89.5652%	89.5652%	1 yr average
2014-15	89.3098%	89.4367%	2 yr modified average
2015-16		89.3943%	3 yr modified average
2016-17		89.3098%	3 yr rolling avg
2017-18		89.3098%	3 yr rolling avg

AVERAGE DAILY ATTENDANCE (ADA)

Enter ADA. Calculator will use greater of total current or prior year ADA. For Unified Districts that received Charter School General Purpose BG offset: enter ONLY the District's ADA, not the Charter School's ADA.

Enter Regular ADA by grade span. Enter 'Ungraded' ADA EITHER by grade span OR on the Ungraded rows

ADA	ADA to use:	2012-13	2013-14	2014-15	2015-16	2016-17
Grades TK-3		7,366.60	7,728.07	7,787.16	7,787.16	7,787.16
Grades 4-6	P-2	4,983.84	5,202.80	5,323.63	5,323.63	5,323.63
Grades 7-8	(Annual for SDC ext. year)	3,095.51	3,244.00	3,266.33	3,266.33	3,266.33
Grades 9-12						
Ungraded (enter here OR in spans above)		362.02				

NPS, NPS-LCI, CDS:

TK-3		13.66	13.66	13.66	13.66
4-6		3.29	3.29	3.29	3.29
7-8	Annual	2.80	2.80	2.80	2.80
9-12					

COE operated (Community School, Special Ed):

TK-3		14.74	14.00	14.00	14.00
4-6		32.31	32.00	32.00	32.00
7-8	P-2 / Annual	17.83	17.00	17.00	17.00
9-12					

TOTAL 16,259.50 16,459.87 16,459.87 16,459.87

CHARTER ADA ADJUSTMENT

ADA transfer from District to Charter between FY	2013-14	2014-15	2015-16	2016-17
Grades TK-3				
Grades 4-6				
Grades 7-8				
Grades 9-12				

ADA transfer from Charter to District between FY	2013-14	2014-15	2015-16	2016-17
Grades TK-3				
Grades 4-6				
Grades 7-8				
Grades 9-12				

Difference (if diff. < 0, no adj. to PY ADA)

**School District Data Elements required to calculate the LCFF
for 2013-14 through 2016-17**

Oxnard

2/6/15

LCFF ADA

Calculator will use greater of total current or prior year ADA where appropriate

Grade Span	2013-14		Funded NSS ADA	NPS, CDS, & COE operated	Distributed (Ungraded)	Total
	2012-13 P2	2013-14 P2				
Grades TK-3	7,366.60	7,728.07	-	28.40	-	7,756.47
Grades 4-6	4,983.84	5,202.80	-	35.60	-	5,238.40
Grades 7-8	3,095.51	3,244.00	-	20.63	-	3,264.63
Grades 9-12	-	-	-	-	-	-
Ungraded	362.02					
SUBTOTAL	15,807.97	16,174.87				
		366.90				
Declining or Increasing ADA		Increase				
NSS	-	-				
TOTAL ADA	15,807.97	16,174.87	-	84.63	-	16,259.50

Grade Span	2014-15		Funded NSS ADA	NPS, CDS, & COE operated	Total
	2013-14 P2	2014-15 P2			
Grades TK-3	7,728.07	7,787.16	-	27.66	7,814.82
Grades 4-6	5,202.80	5,323.63	-	35.29	5,358.92
Grades 7-8	3,244.00	3,266.33	-	19.80	3,286.13
Grades 9-12	-	-	-	-	-
SUBTOTAL	16,174.87	16,377.12			
		202.25			
Declining or Increasing ADA		Increase			
NSS	-	-			
TOTAL ADA	16,174.87	16,377.12	-	82.75	16,459.87

Grade Span	2015-16		Funded NSS ADA	NPS, CDS, & COE operated	Total
	2014-15 P2	2015-16 P2			
Grades TK-3	7,787.16	7,787.16	-	27.66	7,814.82
Grades 4-6	5,323.63	5,323.63	-	35.29	5,358.92
Grades 7-8	3,266.33	3,266.33	-	19.80	3,286.13
Grades 9-12	-	-	-	-	-
SUBTOTAL	16,377.12	16,377.12			
		-			
Declining or Increasing ADA		No Change			
NSS	-	-			
TOTAL ADA	16,377.12	16,377.12	-	82.75	16,459.87

**School District Data Elements required to calculate the LCFF
for 2013-14 through 2016-17**

Oxnard

2/6/15

Grade Span			2016-17		Total
	2015-16 P2	2016-17 P2	Funded NSS ADA	NPS, CDS, & COE operated	
Grades TK-3	7,787.16	7,787.16	-	27.66	7,814.82
Grades 4-6	5,323.63	5,323.63	-	35.29	5,358.92
Grades 7-8	3,266.33	3,266.33	-	19.80	3,286.13
Grades 9-12	-	-	-	-	-
SUBTOTAL	16,377.12	16,377.12			
		-			
Declining or Increasing ADA		No Change			
NSS	-	-			
TOTAL ADA	16,377.12	16,377.12	-	82.75	16,459.87

LCFF Calculator Universal Assumptions

Oxnard

2/6/15

Projection Title:

	2012-13	2013-14	2014-15	2015-16	2016-17
Annual COLA <i>(prefilled as calculated by the Department of Finance, DOF)</i>		1.57%	0.85%	1.58%	2.17%
LCFF Gap Closed Percentage <i>(prefilled as calculated by the Department of Finance, DOF)</i>		12.00169574%	29.15%	32.19%	23.71%
LCFF Gap Closed Percentage - May Revise <i>(prefilled as calculated by the Department of Finance, DOF)</i>		11.75%	28.06%	32.19%	23.71%
Statewide 90th percentile rate <i>(used in Economic Recovery Target, ERT, calculation only)</i>		\$ 12,921.15	---	---	---
EPA Entitlement as % of statewide adjusted Revenue Limit	21.5165%	21.0317%	21.9621%	21.9621%	21.9621%

PER ADA FUNDING LEVELS (calculated at TARGET)

Base Grants

Grades TK-3	\$	6,952	\$	7,012	\$	7,122	\$	7,277
Grades 4-6	\$	7,056	\$	7,116	\$	7,228	\$	7,385
Grades 7-8	\$	7,266	\$	7,328	\$	7,444	\$	7,605
Grades 9-12	\$	8,419	\$	8,491	\$	8,625	\$	8,812

Grade Span Adjustment

Grades TK-3	\$	724	\$	729	\$	741	\$	757
Grades 9-12	\$	219	\$	221	\$	224	\$	229

Supplemental Grant

		20.00%		20.00%		20.00%		20.00%
Grades TK-3	\$	1,535	\$	1,548	\$	1,573	\$	1,607
Grades 4-6	\$	1,411	\$	1,423	\$	1,446	\$	1,477
Grades 7-8	\$	1,453	\$	1,466	\$	1,489	\$	1,521
Grades 9-12	\$	1,728	\$	1,742	\$	1,770	\$	1,808

Concentration Grant (>55% population)

		50.00%		50.00%		50.00%		50.00%
Grades TK-3	\$	3,838	\$	3,871	\$	3,932	\$	4,017
Grades 4-6	\$	3,528	\$	3,558	\$	3,614	\$	3,693
Grades 7-8	\$	3,633	\$	3,664	\$	3,722	\$	3,803
Grades 9-12	\$	4,319	\$	4,356	\$	4,425	\$	4,521

NECESSARY SMALL SCHOOL SELECTION (if applicable)

NSS #1	LCFF	LCFF	LCFF	LCFF
NSS #2	LCFF	LCFF	LCFF	LCFF
NSS #3	LCFF	LCFF	LCFF	LCFF
NSS #4	LCFF	LCFF	LCFF	LCFF
NSS #5	LCFF	LCFF	LCFF	LCFF

Created by: Janet Penanhoat

Email: jpenanhoat@oxnardsd.org

Phone: 805-385-1501 x2455

STATE FUNDING INCORPORATED INTO LCFF

District Name populates with CDS code

Oxnard

District

Enter CDS Code:	Enter Date:
72538	02/06/15

5 digit District code or 6+ digit School code (from the CDS code)

2012-13 REVENUE LIMIT DATA

Source: CDE 2012-13 Annual Exhibit

Line	CDE Exhibit	School District	Annual Certific.	Adjustments	12-13 RL DATA
A-1	Sch District Revenue Limit	Base Revenue Limit per ADA	6,409.77		6,409.77
A-2	Sch District Revenue Limit	Meals/BTSA Add-on per ADA (AB851)	68.36		68.36
A-3	Sch District Revenue Limit	Revenue Limit ADA	15,893.33		15,893.33
A-21	Sch District ADA	Charter School Block Grant Offset ADA	-		-
B-5	Sch District Revenue Limit	Special Revenue Limit Adjustments	-		-
B-6	Sch District Revenue Limit	Miscellaneous Revenue Limit Adjustments	-		-
B-7	Sch District Revenue Limit	All Charter District Revenue Limit Adjustment	-		-
B-8	Sch District Revenue Limit	Class Size Penalty Adjustment	-		-
B-9	Sch District Revenue Limit	Center for Advance Research and Technology	-		-
C-1	Sch District Revenue Limit	RL Subject to the Deficits	102,959,058		102,959,058
D-1	Sch District Revenue Limit	Unemployment Insurance	919,082		919,082
D-2	Sch District Revenue Limit	Longer Day/Year Penalty	-		-
D-3	Sch District Revenue Limit	Excess ROC/P Reserves Adjustment	-		-
D-4	Sch District Revenue Limit	PERS Adjustment	180,879		180,879
D-5	Sch District Revenue Limit	SFUSD PERS Adjustment	-		-
D-6	Sch District Revenue Limit	PERS Safety Adjustment	-		-
E-1	Sch District Revenue Limit	Total Revenue Limit	80,766,220		80,766,220
E-2	Sch District Revenue Limit	Local Revenue	21,314,278		21,314,278
E-3	Sch District Revenue Limit	Charter Sch Gen Purpose BG Offset	-		-
Necessary Small Schools					
B-7	Sch District RL Calculations	Necessary Small School Add-on Amount	68.36		68.36
D-3	Sch District ADA	Funded NSS ADA	-		-
B-3	Sch District Revenue Limit	Allowance for Necessary Small School	-		-
Charter School All Types					
A-1	Charter Categorical Block Grant Funding - all types	Total Charter School ADA	-		-
Charter School - COE, EHS & SBC					
A-13	Charter Block Grant	Total General Purpose Entitlement	-		-
B-5 EHS	Charter Block Grant	Adjusted Total	-		-
B-3 COE		In Lieu of Property Taxes	-		-
Charter School - Unified					
D-1	Charter Block Grant	Total General Purpose Entitlement	-		-
E-5	Charter Block Grant	Adjusted Total In Lieu of Property Taxes	-		-
State Aid for Revenue Limit/Charter General Purpose Block Grant				-	59,451,942

STATE FUNDING INCORPORATED INTO LCFF

District Name populates with CDS code

Oxnard

Enter CDS Code:	Enter Date:
72538	02/06/15

District

5 digit District code or 6+ digit School code (from the CDS code)

Floor Funding per ADA

	District	Charter
Base Revenue Limit per ADA	6,409.77	
Meals/BTSA Add-on per ADA	68.36	
Total (before deficit)	6,478.13	
Floor BRL rate per ADA	5,035.32	
Charter Gen. Purpose		-
12-13 Charter ADA		-
Floor Charter GP rate per ADA		-
12-13 Other RL items (UI, PERS adj, Special PERS adj., Special Adj, Misc. Adj, etc.)	738,203	
12-13 ADA (includes NSS, excludes Charter BG offset)	15,893.33	
Floor Other BRL per ADA	46.45	

Minimum State Aid Funding per ADA

	District	Charter
12-13 Revenue Limit ADA excluding NSS ADA and Charter School Block Grant Offset ADA	15,893.33	
12-13 Base Revenue Limit per ADA including AB851 adjustments	6,478	
Subtotal	102,959,058	
12-13 Other RL Items subject to deficit	-	
Subtotal * Deficit	80,028,017	
12-13 Other RL Items not subject to deficit (UI, PERS adj., etc.)	738,203	
Total 12-13 RL / Charter Gen. Purpose	80,766,220	-
12-13 Total ADA (Revenue Limit and NSS, excluding Charter School Block Grant Offset ADA for districts)	15,893.33	-
Minimum State Aid Funding per ADA	5,081.77	-

BASIC AID DISTRICTS FAIR SHARE CALCULATION

		8.92%
CDE Schedule Re-Certified June 2013	2011-12 Fair Share taken in 2012-13	\$ -
CDE Schedule Cert. - Categ. Sub. (A-50)	2012-13 Fair Share taken in 2013-14	\$ -
(42238.03(a)(2)(B))	2012-13 RDA Asset Liquidation	\$ -
	2014-15 Fair Share reduction w RDA fix before Categorical limitation	\$ -
	2014-15 on Fair Share Reduction as limited by the lessor of Categoricals or 2012-13 Excess Taxes	\$ -

STATE FUNDING INCORPORATED INTO LCFF

District Name populates with CDS code

Oxnard

Enter CDS Code:	Enter Date:
72538	02/06/15

District

5 digit District code or 6+ digit School code (from the CDS code)

CATEGORICAL FUNDING REPEALED WITH LCFF

Exhibit	Title	2012-13	(if applicable)
		Deficited	Undeficited
2012-13 Categorical Programs Entitlements Subsumed into LCFF			
A-1	Remedial Program	203,591	253,966
A-2	Retained and Recommended for Retention	5,002	6,239
A-3	Low STAR Score and At Risk of Retention	103,381	128,962
A-4	Core Academic Program	194,366	242,455
A-5	Regional Occupational Centers/Programs	-	-
A-6	County Offices of Education Fiscal Oversight	-	-
A-7	Middle and High School Counseling	193,869	241,838
A-8	Pupil Transportation	1,209,393	1,470,365
A-9	Small District/COE Bus Replacement	-	-
A-10	Gifted and Talented Education	109,639	136,769
A-11	Economic Impact Aid	5,193,237	5,193,237
A-12	Math and Reading Professional Development	78,163	97,501
A-13	Math and Reading Professional Development - English Learners	59,121	73,750
A-14	Administrator Training Program	9,699	12,099
A-15	Adult Education	-	-
A-16	Education Technology - California Technology Assistance Project	-	-
A-17	Education Technology - Statewide Education Technology Services	-	-
A-18	Deferred Maintenance	545,451	680,412
A-19	Instructional Materials Fund Realignment Program	843,883	1,052,686
A-20	Community Day School Additional Funding	-	-
A-21	Bilingual Teacher Training	-	-
A-22	Peer Assistance and Review	54,749	68,294
A-23	Reader Services for Blind Teachers	-	-
A-24	National Board Certification for Teachers	3,355	4,185
A-25	California School Age Families Education	-	-
A-26	California High School Exit Exam Intensive Instruction	-	-
A-27	Teacher Dismissal Apportionments	747	747
A-28	Community Based English Tutoring	189,312	236,156
A-29	School Safety and Violence Prevention	59,914	74,889
A-30	Class Size Reduction Grade 9	-	-
A-31	International Baccalaureate Diploma Program	-	-
A-32	Advance Placement Fee Reimbursement	-	-
A-33	Pupil Retention Block Grant	539,430	672,903
A-34	Teacher Credentialing Block Grant	-	-
A-35	Teacher Credentialing Block Grant Regional Support	-	-
A-36	Professional Development Block Grant	649,063	809,661
A-37	Targeted Instructional Improvement Block Grant	500,077	623,809
A-38	School and Library Improvement Block Grant	1,226,794	1,530,339
A-39	School Safety Competitive Block Grant	-	-
A-40	School Safety Competitive Block Grant (Prov 1)	-	-
A-41	Physical Education Teacher Incentive Program	234,812	292,907
A-42	Arts and Music Block Grant	213,864	266,779
A-43	Williams County Oversight	-	-
A-44	Valenzuela County Oversight	-	-
A-45	Certificated Staff Mentoring	23,645	29,496
A-46	Child Oral Health Assessments	12,638	15,765
A-47	Standards for Preparation and Licensing of Teachers	-	-
A-48	Community Day School Additional Funding for Mandatory Expelled Pupils	-	-
A-49	Class Size Reduction Grades K - 3	4,764,879	4,764,879
A-52	Charter School Categorical Block Grant	-	-
A-53	Charter School In-Lieu of Economic Impact Aid	-	-
A-54	New Charter Supplemental Categorical Block Grant	-	-

MANUAL ADJUSTMENTS TO PRE-FILL AMOUNTS

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2014-15 Estimated Cash Flow Report as of January 31, 2015

	Actual July	Actual August	Actual Sept	Actual October	Actual November	Actual December	Actual January	Estimated February	Estimated March	Estimated April	Estimated May	Estimated June	Total	1st Interim Revised Budgeted	Estimated Accrual
Beg Cash Balance	\$4,776,245	\$20,789,694	\$15,288,881	\$13,854,282	\$13,038,383	\$13,839,745	\$26,517,625	\$25,434,605	\$21,739,925	\$24,352,946	\$27,682,566	\$26,656,092		\$1,525,582	
Revenue:															
State Apportionment*	\$ 4,423,366	\$ 4,423,366	\$ 7,962,058	\$ 7,962,058	\$ 7,962,058	\$ 7,962,058	\$ 7,962,058	\$ 8,737,349	\$ 8,737,349	\$ 8,737,349	\$ 8,737,349	\$ 5,401,133	\$107,246,785	\$108,350,287	\$ 1,103,502
EPA	\$ -	\$ -	\$ 4,536,768	\$ -	\$ -	\$ 4,536,767	\$ -	\$ -	\$ 4,582,849	\$ -	\$ -	\$ 4,582,849	\$ 18,239,234	\$ 18,331,397	\$ -
Property Tax	\$ -	\$ 218,727	\$ -	\$ 106,735	\$ 55,326	\$ 9,986,462	\$ 1,355,399	\$ 56,193	\$ 86,653	\$ 6,144,169	\$ 80,812	\$ 1,000,000	\$ 19,090,476	\$ 17,601,407	\$ (1,489,069)
Apportionment Transfers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Federal	\$ -	\$ 294,759	\$ 1,214,971	\$ 2,545,600	\$ 279,250	\$ 907,251	\$ 328,577	\$ 309,224	\$ 1,058,435	\$ 72,535	\$ 2,481,305	\$ 52,598	\$ 9,544,505	\$ 18,110,293	\$ 8,565,788
Other State	\$ 176,277	\$ 131,442	\$ 2,967,105	\$ (426,644)	\$ 4,084,152	\$ (188,052)	\$ 678,408	\$ 30,352	\$ 1,010,490	\$ 843,931	\$ 59,013	\$ 5,139	\$ 9,371,612	\$ 12,156,926	\$ 2,785,314
Local	\$ 390,486	\$ 356,025	\$ 730,573	\$ 780,781	\$ 678,120	\$ 965,318	\$ 672,514	\$ 789,742	\$ 808,463	\$ 782,427	\$ 837,774	\$ 318,997	\$ 8,111,219	\$ 9,131,500	\$ 1,020,281
Interfund Transfers	\$ (625)	\$ -	\$ 90	\$ 534	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (0)	\$ -	\$ 0
Total Revenue	\$ 4,989,504	\$ 5,424,319	\$ 17,411,565	\$ 10,969,064	\$ 13,058,906	\$ 24,169,803	\$ 10,996,956	\$ 9,922,860	\$ 16,284,240	\$ 16,580,410	\$ 12,196,254	\$ 11,360,717	\$153,364,596	\$165,350,413	\$ 11,985,817
Expenditures:															
Certificated Salaries	\$ 137,032	\$ 6,003,802	\$ 6,484,446	\$ 6,422,415	\$ 6,488,815	\$ 6,427,096	\$ 6,444,244	\$ 6,643,808	\$ 6,643,808	\$ 6,643,808	\$ 6,643,808	\$ 6,643,808	\$ 71,626,890	\$ 71,626,890	\$ -
Classified Salaries	\$ 847,256	\$ 1,875,091	\$ 1,936,467	\$ 2,040,511	\$ 2,107,663	\$ 1,920,322	\$ 1,919,405	\$ 2,023,048	\$ 2,023,048	\$ 2,023,048	\$ 2,023,048	\$ 2,023,048	\$ 22,761,956	\$ 22,761,956	\$ -
Benefits	\$ 396,988	\$ 2,537,933	\$ 2,656,950	\$ 2,687,327	\$ 2,729,589	\$ 2,715,380	\$ 2,705,904	\$ 2,819,528	\$ 2,819,528	\$ 2,819,528	\$ 2,819,528	\$ 2,819,528	\$ 30,527,711	\$ 30,527,711	\$ -
Books & Supplies	\$ 265,002	\$ 406,752	\$ 3,699,049	\$ 1,035,844	\$ 488,477	\$ 285,000	\$ 421,158	\$ 783,289	\$ 783,289	\$ 783,289	\$ 783,289	\$ 783,289	\$ 10,517,726	\$ 17,262,494	\$ 6,744,768
Services & Operating	\$ 1,312,881	\$ 671,922	\$ 1,335,123	\$ 1,091,388	\$ 1,567,223	\$ 999,148	\$ 1,178,977	\$ 1,554,946	\$ 1,554,946	\$ 1,554,946	\$ 1,554,946	\$ 1,554,949	\$ 15,931,394	\$ 21,308,967	\$ 5,377,573
Capital Outlay	\$ 40,622	\$ 339,253	\$ 89,898	\$ 513,179	\$ -	\$ 167,291	\$ 38,947	\$ 35,489	\$ 57,714	\$ 14,087	\$ -	\$ 15,000	\$ 1,311,481	\$ 1,566,136	\$ 254,655
Other Outgo	\$ 169,590	\$ -	\$ -	\$ (2,129)	\$ -	\$ -	\$ 169,590	\$ 2,057,245	\$ -	\$ -	\$ -	\$ -	\$ 2,394,295	\$ 2,825,530	\$ 431,235
Total Expenses	\$ 3,169,371	\$ 11,834,753	\$ 16,201,934	\$ 13,788,535	\$ 13,381,766	\$ 12,514,237	\$ 12,878,226	\$ 15,917,353	\$ 13,882,334	\$ 13,838,706	\$ 13,824,619	\$ 13,839,621	\$155,071,454	\$167,879,684	\$ 12,808,230
Net Monthly	\$ 1,820,133	\$ (6,410,434)	\$ 1,209,631	\$ (2,819,470)	\$ (322,861)	\$ 11,655,566	\$ (1,881,270)	\$ (5,994,493)	\$ 2,401,906	\$ 2,741,704	\$ (1,628,365)	\$ (2,478,904)			
Prior Year Transactions:															
PY Audit Adjustment							\$ -								
Accounts Receivable	\$ 20,399,360	\$ 677,999	\$ 460,133	\$ 1,576,997	\$ 295,014	\$ 175,960	\$ (74,588)	\$ 1,890,184	\$ 77,619	\$ 121,991	\$ (117,665)	\$ (35,399)	\$ 25,405,479	\$ -	\$ -
Accounts Payable	\$ 6,206,044	\$ (231,623)	\$ 3,104,465	\$ (426,575)	\$ (829,208)	\$ (846,354)	\$ (872,838)	\$ (409,629)	\$ (133,495)	\$ (465,925)	\$ (719,557)	\$ (558,846)	\$ 3,815,993	\$ -	\$ -
Net Prior Year	\$ 14,193,315	\$ 909,621	\$ (2,644,332)	\$ 2,003,571	\$ 1,124,223	\$ 1,022,314	\$ 798,250	\$ 2,299,814	\$ 211,114	\$ 587,916	\$ 601,892	\$ 523,447	\$ 21,589,486	\$ -	\$ -
Net Monthly Increase/(Decrease)	\$ 16,013,448	\$ (5,500,812)	\$ (1,434,701)	\$ (815,899)	\$ 801,362	\$ 12,677,880	\$ (1,083,020)	\$ (3,694,680)	\$ 2,613,021	\$ 3,329,620	\$ (1,026,473)	\$ (1,955,457)			
Tran Activity	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Ending Cash	\$20,789,694	\$15,288,881	\$13,854,180	\$13,038,383	\$13,839,745	\$26,517,625	\$25,434,605	\$21,739,925	\$24,352,946	\$27,682,566	\$26,656,092	\$24,700,636		(\$1,003,689)	

2014-15 Unrestricted Balance Summary Comparison
Explanation of Changes from 1st Interim Budget

Object	1st Interim	2nd Interim	Difference	Explanation
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Revenue:

8010-8099	\$ 125,951,694	\$ 125,832,922	\$ (118,772)	Reflects updated assumptions of LCFF funding at 2nd Interim
8100-8299	\$ 350,000	\$ 350,000	\$ -	
8300-8599	\$ 3,759,544	\$ 3,807,709	\$ 48,165	Reflects PY Lottery Adjustments
8600-8799	\$ 1,214,848	\$ 1,370,131	\$ 155,283	Reflects Adj to local revenue for iPad Insurance Fund

Expenditures:

1000-1999	\$ 57,428,221	\$ 58,916,908	\$ 1,488,687	Reflects additional Teaching and Admin positions; 3% Contract Settlement increase to OSSA salaries; Site allocation realignments
2000-2999	\$ 15,231,194	\$ 15,843,349	\$ 612,155	Reflects actual salary coming in from Position Control and an increase of approved positions; Site allocation realignments
3000-3999	\$ 23,973,940	\$ 24,448,641	\$ 474,701	Reflects actual salary coming in from Position Control and an increase of approved positions; Site allocation realignments
4000-4999	\$ 7,745,063	\$ 7,445,585	\$ (299,478)	Reflects Site Allocation Realignments
5000-5999	\$ 10,655,999	\$ 11,224,459	\$ 568,460	Reflects Site Allocation Realignments; increase to utilities and contract services
6000-6999	\$ 1,154,836	\$ 1,330,695	\$ 175,859	Adjusted for actual Def.Maintenance & Williams Projects
7100-7499	\$ 3,780,779	\$ 2,609,071	\$ (1,171,708)	Reflects PY adjustments to SpEd Tuition costs
7300-7399	\$ (1,647,472)	\$ (1,672,167)	\$ (24,695)	Increase in indirect for actual grant award amounts and carryover
8900-8999	\$ (13,851,828)	\$ (15,936,546)	\$ (2,084,718)	Increased encroachment for Special Ed due to increased costs of new positions and salary increases; increase to Fund 130 due to food costs & additional positions

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
A. REVENUES								
1) LCFF Sources		8010-8099	125,566,777.00	125,951,694.00	69,453,205.33	125,832,922.00	(118,772.00)	-0.1%
2) Federal Revenue		8100-8299	0.00	350,000.00	225,824.19	350,000.00	0.00	0.0%
3) Other State Revenue		8300-8599	2,663,452.00	3,759,544.00	2,133,197.49	3,807,709.00	48,165.00	1.3%
4) Other Local Revenue		8600-8799	833,100.00	1,214,848.00	363,167.01	1,370,131.00	155,283.00	12.8%
5) TOTAL, REVENUES			129,063,329.00	131,276,086.00	72,175,394.02	131,360,762.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	54,380,766.00	57,428,221.00	30,827,377.48	58,916,908.00	(1,488,687.00)	-2.6%
2) Classified Salaries		2000-2999	15,305,025.00	15,231,194.00	8,578,918.70	15,843,349.00	(612,155.00)	-4.0%
3) Employee Benefits		3000-3999	24,869,936.00	23,973,940.00	12,956,956.25	24,448,641.00	(474,701.00)	-2.0%
4) Books and Supplies		4000-4999	5,162,327.00	7,745,063.00	2,795,226.49	7,445,585.00	299,478.00	3.9%
5) Services and Other Operating Expenditures		5000-5999	9,796,803.00	10,655,999.00	5,468,242.96	11,224,459.00	(568,460.00)	-5.3%
6) Capital Outlay		6000-6999	355,000.00	1,154,836.00	1,127,256.89	1,330,695.00	(175,859.00)	-15.2%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	1,089,180.00	2,825,530.00	337,050.30	2,609,071.00	216,459.00	7.7%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(1,306,906.00)	(1,647,472.00)	(4,832.00)	(1,672,167.00)	24,695.00	-1.5%
9) TOTAL, EXPENDITURES			109,652,131.00	117,367,311.00	62,086,197.07	120,146,541.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			19,411,198.00	13,908,775.00	10,089,196.95	11,214,221.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	101.92	102.00	102.00	New
b) Transfers Out		7600-7629	955,249.00	955,249.00	0.00	1,040,878.00	(85,629.00)	-9.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(16,965,349.00)	(13,851,828.00)	0.00	(14,895,770.00)	(1,043,942.00)	7.5%
4) TOTAL, OTHER FINANCING SOURCES/USES			(17,920,598.00)	(14,807,077.00)	101.92	(15,936,546.00)		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,490,600.00	(898,302.00)	10,089,298.87	(4,722,325.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	12,773,456.00	16,909,120.00		16,909,120.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			12,773,456.00	16,909,120.00		16,909,120.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			12,773,456.00	16,909,120.00		16,909,120.00		
2) Ending Balance, June 30 (E + F1e)			14,264,056.00	16,010,818.00		12,186,795.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	20,000.00	20,000.00		20,000.00		
Stores		9712	170,000.00	170,000.00		170,000.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted								
		9740	0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	9,009,000.00	9,818,820.00		6,758,883.00		
Common Core Instructional Materials	0000	9780	2,000,000.00					
STRS Increase	0000	9780	850,000.00					
Add\271 Reserve for Economic Uncert	0000	9780	6,000,000.00					
Annual Bus Replacement Reserve	0000	9780	50,000.00					
Classified Prof Development	0000	9780	100,000.00					
OPIE Equipment Reserve	0000	9780	9,000.00					
Bus Replacement Reserve	0000	9780		50,000.00				
Classified Prof Development	0000	9780		100,000.00				
OPIE Equipment Reserve	0000	9780		9,000.00				
Salary Increases	0000	9780		2,607,600.00				
Add\271 Reserve for Economic Uncert	0000	9780		5,052,220.00				
Common Core Instructional Materials	0000	9780		2,000,000.00				
Bus Replacement Reserve	0000	9780				50,000.00		
Salary Increases	0000	9780				2,607,600.00		
Math Adoption Reserve	0000	9780				2,000,000.00		
Add\271 Reserve for Economic Uncert	0000	9780				2,101,283.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	4,683,986.00	5,051,821.00		5,237,912.00		
Unassigned/Unappropriated Amount		9790	381,070.00	950,177.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	92,343,769.00	90,018,890.00	48,657,022.00	89,861,256.00	(157,634.00)	-0.2%
Education Protection Account State Aid - Current Year		8012	15,265,946.00	18,331,397.00	9,073,535.00	18,370,259.00	38,862.00	0.2%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions								
Homeowners' Exemptions		8021	163,306.00	159,454.00	85,241.07	159,454.00	0.00	0.0%
Timber Yield Tax		8022	0.00	10.00	0.00	10.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	6,942.00	6,248.00	6,966.92	6,248.00	0.00	0.0%
County & District Taxes								
Secured Roll Taxes		8041	17,759,122.00	17,983,706.00	9,207,146.30	17,983,706.00	0.00	0.0%
Unsecured Roll Taxes		8042	429,255.00	456,640.00	459,083.31	456,640.00	0.00	0.0%
Prior Years' Taxes		8043	90,627.00	72,592.00	39,505.03	72,592.00	0.00	0.0%
Supplemental Taxes		8044	270,174.00	376,355.00	335,749.64	376,355.00	0.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	(1,399,257.00)	(1,453,598.00)	376,877.01	(1,453,598.00)	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	636,893.00	0.00	1,212,079.05	0.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			125,566,777.00	125,951,694.00	69,453,205.33	125,832,922.00	(118,772.00)	-0.1%
LCFF Transfers								
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	0.00	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			125,566,777.00	125,951,694.00	69,453,205.33	125,832,922.00	(118,772.00)	-0.1%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	0.00	0.00	0.00		
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00		
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00		
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00		
NCLB: Title I, Part A, Basic Grants Low-Income and Neglected	3010	8290						
NCLB: Title I, Part D, Local Delinquent Program	3025	8290						
NCLB: Title II, Part A, Teacher Quality	4035	8290						

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
NCLB: Title III, Immigration Education Program	4201	8290						
NCLB: Title III, Limited English Proficient (LEP) Student Program	4203	8290						
NCLB: Title V, Part B, Public Charter Schools Grant Program (PCSGP)	4610	8290						
Other No Child Left Behind	3011-3020, 3026-3205, 4036-4126, 5510	8290						
Vocational and Applied Technology Education	3500-3699	8290						
Safe and Drug Free Schools	3700-3799	8290						
All Other Federal Revenue	All Other	8290	0.00	350,000.00	225,824.19	350,000.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	350,000.00	225,824.19	350,000.00	0.00	0.0%
OTHER STATE REVENUE								
Other State Apportionments								
ROC/P Entitlement								
Current Year	6355-6360	8311						
Prior Years	6355-6360	8319						
Special Education Master Plan								
Current Year	6500	8311						
Prior Years	6500	8319						
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00		
Mandated Costs Reimbursements		8550	453,460.00	1,537,932.00	1,429,486.00	1,537,932.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	2,131,294.00	2,142,914.00	654,756.39	2,191,079.00	48,165.00	2.2%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00		
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
School Based Coordination Program	7250	8590						
After School Education and Safety (ASES)	6010	8590						
Charter School Facility Grant	6030	8590						
Drug/Alcohol/Tobacco Funds	6650, 6690	8590						
California Clean Energy Jobs Act	6230	8590						
Healthy Start	6240	8590						
Specialized Secondary	7370	8590						
American Indian Early Childhood Education	7210	8590						
School Community Violence Prevention Grant	7391	8590						
Quality Education Investment Act	7400	8590						
Common Core State Standards Implementation	7405	8590						
All Other State Revenue	All Other	8590	78,698.00	78,698.00	48,955.10	78,698.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			2,663,452.00	3,759,544.00	2,133,197.49	3,807,709.00	48,165.00	1.3%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00		
Unsecured Roll		8616	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00		
Supplemental Taxes		8618	0.00	0.00	0.00	0.00		
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Non-LCFF Taxes								
		8629	0.00	0.00	0.00	0.00		
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	10,729.90	15,000.00	15,000.00	New
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals								
		8650	150,000.00	150,000.00	55,159.00	150,000.00	0.00	0.0%
Interest								
		8660	94,000.00	94,000.00	22,862.43	94,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments								
		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00		
All Other Local Revenue		8699	589,100.00	970,848.00	274,415.68	1,111,131.00	140,283.00	14.4%
Tuition								
		8710	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In								
		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791						
From County Offices	6500	8792						
From JPAs	6500	8793						
ROC/P Transfers								
From Districts or Charter Schools	6360	8791						
From County Offices	6360	8792						
From JPAs	6360	8793						
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			833,100.00	1,214,848.00	363,167.01	1,370,131.00	155,283.00	12.8%
TOTAL, REVENUES			129,063,329.00	131,276,086.00	72,175,394.02	131,360,762.00	84,676.00	0.1%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
Certificated Teachers' Salaries		1100	47,562,093.00	49,125,607.00	26,180,546.95	50,024,033.00	(898,426.00)	-1.8%
Certificated Pupil Support Salaries		1200	2,002,725.00	3,325,159.00	1,829,527.48	3,549,564.00	(224,405.00)	-6.7%
Certificated Supervisors' and Administrators' Salaries		1300	4,815,948.00	4,966,551.00	2,810,431.07	5,292,122.00	(325,571.00)	-6.6%
Other Certificated Salaries		1900	0.00	10,904.00	6,871.98	51,189.00	(40,285.00)	-369.5%
TOTAL, CERTIFICATED SALARIES			54,380,766.00	57,428,221.00	30,827,377.48	58,916,908.00	(1,488,687.00)	-2.6%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	535,474.00	468,443.00	356,474.89	521,435.00	(52,992.00)	-11.3%
Classified Support Salaries		2200	4,557,477.00	4,473,838.00	2,604,085.17	4,546,627.00	(72,789.00)	-1.6%
Classified Supervisors' and Administrators' Salaries		2300	1,283,786.00	1,200,549.00	704,806.46	1,240,297.00	(39,748.00)	-3.3%
Clerical, Technical and Office Salaries		2400	6,748,005.00	6,768,813.00	3,833,660.38	7,049,054.00	(280,241.00)	-4.1%
Other Classified Salaries		2900	2,180,283.00	2,319,551.00	1,079,891.80	2,485,936.00	(166,385.00)	-7.2%
TOTAL, CLASSIFIED SALARIES			15,305,025.00	15,231,194.00	8,578,918.70	15,843,349.00	(612,155.00)	-4.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	4,343,175.00	4,864,171.00	2,609,373.75	4,975,685.00	(111,514.00)	-2.3%
PERS		3201-3202	1,948,936.00	1,977,137.00	996,107.94	1,914,051.00	63,086.00	3.2%
OASDI/Medicare/Alternative		3301-3302	2,541,106.00	1,988,136.00	1,107,110.55	2,058,885.00	(70,749.00)	-3.6%
Health and Welfare Benefits		3401-3402	10,372,610.00	9,609,736.00	5,256,853.78	9,890,258.00	(280,522.00)	-2.9%
Unemployment Insurance		3501-3502	33,494.00	34,709.00	18,926.16	35,754.00	(1,045.00)	-3.0%
Workers' Compensation		3601-3602	2,453,925.00	2,375,410.00	1,295,778.34	2,447,839.00	(72,429.00)	-3.0%
OPEB, Allocated		3701-3702	2,788,611.00	2,729,973.00	1,457,045.83	2,723,525.00	6,448.00	0.2%
OPEB, Active Employees		3751-3752	378,532.00	385,121.00	210,190.84	393,097.00	(7,976.00)	-2.1%
Other Employee Benefits		3901-3902	9,547.00	9,547.00	5,569.06	9,547.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			24,869,936.00	23,973,940.00	12,956,956.25	24,448,641.00	(474,701.00)	-2.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	2,000,000.00	191,925.95	2,000,000.00	0.00	0.0%
Books and Other Reference Materials		4200	56,454.00	94,739.00	13,144.33	69,121.00	25,618.00	27.0%
Materials and Supplies		4300	4,373,451.00	4,777,181.00	2,125,045.59	4,445,627.00	331,554.00	6.9%
Noncapitalized Equipment		4400	732,422.00	873,143.00	465,110.62	930,837.00	(57,694.00)	-6.6%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			5,162,327.00	7,745,063.00	2,795,226.49	7,445,585.00	299,478.00	3.9%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	2,086,000.00	2,065,800.00	782,639.95	2,065,800.00	0.00	0.0%
Travel and Conferences		5200	290,136.00	305,654.00	156,645.99	400,162.00	(94,508.00)	-30.9%
Dues and Memberships		5300	93,786.00	96,522.00	80,509.51	94,802.00	1,720.00	1.8%
Insurance		5400-5450	612,434.00	669,864.00	669,835.01	669,864.00	0.00	0.0%
Operations and Housekeeping Services		5500	2,515,000.00	2,515,000.00	1,337,858.10	2,775,000.00	(260,000.00)	-10.3%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,005,688.00	1,046,487.00	511,629.89	985,082.00	61,405.00	5.9%
Transfers of Direct Costs		5710	(283,825.00)	(338,866.00)	(59,760.03)	(337,228.00)	(1,638.00)	0.5%
Transfers of Direct Costs - Interfund		5750	(16,593.00)	(20,393.00)	(5,708.16)	(20,893.00)	500.00	-2.5%
Professional/Consulting Services and Operating Expenditures		5800	2,940,277.00	3,713,381.00	1,734,916.03	3,988,800.00	(275,419.00)	-7.4%
Communications		5900	553,900.00	602,550.00	259,676.67	603,070.00	(520.00)	-0.1%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			9,796,803.00	10,655,999.00	5,468,242.96	11,224,459.00	(568,460.00)	-5.3%

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CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	799,836.00	823,656.87	823,820.00	(23,984.00)	-3.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	355,000.00	355,000.00	303,600.02	506,875.00	(151,875.00)	-42.8%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			355,000.00	1,154,836.00	1,127,256.89	1,330,695.00	(175,859.00)	-15.2%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	284,000.00	0.00	193,502.00	90,498.00	31.9%
Payments to County Offices		7142	750,000.00	2,202,350.00	(2,129.48)	2,076,389.00	125,961.00	5.7%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments To Districts or Charter Schools	6500	7221						
To County Offices	6500	7222						
To JPAs	6500	7223						
ROC/P Transfers of Apportionments To Districts or Charter Schools	6360	7221						
To County Offices	6360	7222						
To JPAs	6360	7223						
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	137,342.00	137,342.00	137,341.71	137,342.00	0.00	0.0%
Other Debt Service - Principal		7439	201,838.00	201,838.00	201,838.07	201,838.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			1,089,180.00	2,825,530.00	337,050.30	2,609,071.00	216,459.00	7.7%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	(891,350.00)	(1,206,558.00)	(4,832.00)	(1,227,038.00)	20,480.00	-1.7%
Transfers of Indirect Costs - Interfund		7350	(415,556.00)	(440,914.00)	0.00	(445,129.00)	4,215.00	-1.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(1,306,906.00)	(1,647,472.00)	(4,832.00)	(1,672,167.00)	24,695.00	-1.5%
TOTAL, EXPENDITURES			109,652,131.00	117,367,311.00	62,086,197.07	120,146,541.00	(2,779,230.00)	-2.4%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	101.92	102.00	102.00	New
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	101.92	102.00	102.00	New
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	135,080.00	(135,080.00)	New
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	955,249.00	955,249.00	0.00	905,798.00	49,451.00	5.2%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			955,249.00	955,249.00	0.00	1,040,878.00	(85,629.00)	-9.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	(16,965,349.00)	(13,851,828.00)	0.00	(14,895,770.00)	(1,043,942.00)	7.5%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(16,965,349.00)	(13,851,828.00)	0.00	(14,895,770.00)	(1,043,942.00)	7.5%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			(17,920,598.00)	(14,807,077.00)	101.92	(15,936,546.00)	(1,129,469.00)	7.6%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	13,594,427.00	17,760,293.00	5,344,583.74	17,763,267.00	2,974.00	0.0%
3) Other State Revenue		8300-8599	7,159,043.00	8,397,382.00	5,289,489.32	8,416,235.00	18,853.00	0.2%
4) Other Local Revenue		8600-8799	7,661,745.00	7,916,652.00	4,210,649.52	8,580,345.00	663,693.00	8.4%
5) TOTAL, REVENUES			28,415,215.00	34,074,327.00	14,844,722.58	34,759,847.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	14,986,040.00	14,198,669.00	7,580,472.73	15,080,922.00	(882,253.00)	-6.2%
2) Classified Salaries		2000-2999	7,478,020.00	7,530,762.00	4,067,796.33	8,074,372.00	(543,610.00)	-7.2%
3) Employee Benefits		3000-3999	7,245,720.00	6,553,771.00	3,473,114.99	6,749,598.00	(195,827.00)	-3.0%
4) Books and Supplies		4000-4999	4,237,140.00	9,517,431.00	3,806,056.00	11,149,859.00	(1,632,428.00)	-17.2%
5) Services and Other Operating Expenditures		5000-5999	8,862,552.00	10,652,968.00	2,688,418.33	10,726,545.00	(73,577.00)	-0.7%
6) Capital Outlay		6000-6999	88,300.00	411,300.00	61,933.66	401,300.00	10,000.00	2.4%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	1,736,350.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	891,350.00	1,206,558.00	4,832.00	1,227,038.00	(20,480.00)	-1.7%
9) TOTAL, EXPENDITURES			45,525,472.00	50,071,459.00	21,682,624.04	53,409,634.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(17,110,257.00)	(15,997,132.00)	(6,837,901.46)	(18,649,787.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	16,965,349.00	13,851,828.00	0.00	14,895,770.00	1,043,942.00	7.5%
4) TOTAL, OTHER FINANCING SOURCES/USES			16,965,349.00	13,851,828.00	0.00	14,895,770.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(144,908.00)	(2,145,304.00)	(6,837,901.46)	(3,754,017.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	315,423.00	4,771,306.00		4,771,306.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			315,423.00	4,771,306.00		4,771,306.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			315,423.00	4,771,306.00		4,771,306.00		
2) Ending Balance, June 30 (E + F1e)			170,515.00	2,626,002.00		1,017,289.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	170,515.00	2,626,002.00		1,017,289.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	0.00	0.00	0.00	0.00		
Education Protection Account State Aid - Current Year		8012	0.00	0.00	0.00	0.00		
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00		
Tax Relief Subventions								
Homeowners' Exemptions		8021	0.00	0.00	0.00	0.00		
Timber Yield Tax		8022	0.00	0.00	0.00	0.00		
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00		
County & District Taxes								
Secured Roll Taxes		8041	0.00	0.00	0.00	0.00		
Unsecured Roll Taxes		8042	0.00	0.00	0.00	0.00		
Prior Years' Taxes		8043	0.00	0.00	0.00	0.00		
Supplemental Taxes		8044	0.00	0.00	0.00	0.00		
Education Revenue Augmentation Fund (ERAF)		8045	0.00	0.00	0.00	0.00		
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00		
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00		
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00		
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00		
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00		
Subtotal, LCFF Sources			0.00	0.00	0.00	0.00		
LCFF Transfers								
Unrestricted LCFF								
Transfers - Current Year	0000	8091						
All Other LCFF								
Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00		
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	2,665,648.00	2,665,648.00	(29.00)	2,665,648.00	0.00	0.0%
Special Education Discretionary Grants		8182	393,687.00	393,687.00	0.00	398,162.00	4,475.00	1.1%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00		
Flood Control Funds		8270	0.00	0.00	0.00	0.00		
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00		
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB: Title I, Part A, Basic Grants								
Low-Income and Neglected	3010	8290	4,109,978.00	4,140,419.00	1,581,104.00	4,159,435.00	19,016.00	0.5%
NCLB: Title I, Part D, Local Delinquent Program	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB: Title II, Part A, Teacher Quality	4035	8290	800,756.00	881,970.00	155,493.72	875,836.00	(6,134.00)	-0.7%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
NCLB: Title III, Immigration Education Program	4201	8290	35,835.00	55,843.00	15,531.94	44,124.00	(11,719.00)	-21.0%
NCLB: Title III, Limited English Proficient (LEP) Student Program	4203	8290	815,523.00	1,008,140.00	308,769.33	1,004,476.00	(3,664.00)	-0.4%
NCLB: Title V, Part B, Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other No Child Left Behind	3011-3020, 3026-3205, 4036-4126, 5510	8290	150,000.00	230,506.00	25,829.37	230,506.00	0.00	0.0%
Vocational and Applied Technology Education	3500-3699	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Safe and Drug Free Schools	3700-3799	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	4,623,000.00	8,384,080.00	3,257,884.38	8,385,080.00	1,000.00	0.0%
TOTAL, FEDERAL REVENUE			13,594,427.00	17,760,293.00	5,344,583.74	17,763,267.00	2,974.00	0.0%
OTHER STATE REVENUE								
Other State Apportionments								
ROC/P Entitlement								
Current Year	6355-6360	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	6355-6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan								
Current Year	6500	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	171,316.00	171,316.00	100,332.00	171,316.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	0.00	0.00	0.00	0.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materials		8560	507,451.00	557,168.00	68,569.97	576,021.00	18,853.00	3.4%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
School Based Coordination Program	7250	8590	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	2,482,325.00	2,482,325.00	1,613,511.25	2,482,325.00	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690	8590	69,496.00	104,621.00	9,711.10	104,621.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Healthy Start	6240	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590	0.00	0.00	0.00	0.00	0.00	0.0%
School Community Violence Prevention Grant	7391	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Quality Education Investment Act	7400	8590	2,460,600.00	3,030,082.00	2,424,066.00	3,030,082.00	0.00	0.0%
Common Core State Standards Implementation	7405	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	1,467,855.00	2,051,870.00	1,073,299.00	2,051,870.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			7,159,043.00	8,397,382.00	5,289,489.32	8,416,235.00	18,853.00	0.2%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.00	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00		
Non-Resident Students		8672	0.00	0.00	0.00	0.00		
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	182,307.00	360,789.00	79,329.18	331,668.00	(29,121.00)	-8.1%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustm		8691	0.00	0.00	0.00	0.00		
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	7,000.00	65,815.00	319,336.17	858,726.00	792,911.00	1204.8%
Tuition		8710	236,449.00	236,449.00	0.00	136,352.00	(100,097.00)	-42.3%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	7,235,989.00	7,253,599.00	3,811,984.17	7,253,599.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			7,661,745.00	7,916,652.00	4,210,649.52	8,580,345.00	663,693.00	8.4%
TOTAL, REVENUES			28,415,215.00	34,074,327.00	14,844,722.58	34,759,847.00	685,520.00	2.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	11,728,139.00	9,951,733.00	5,238,372.07	10,630,003.00	(678,270.00)	-6.8%
Certificated Pupil Support Salaries		1200	2,089,405.00	3,021,712.00	1,568,670.70	3,101,550.00	(79,838.00)	-2.6%
Certificated Supervisors' and Administrators' Salaries		1300	1,021,191.00	663,251.00	455,591.66	771,323.00	(108,072.00)	-16.3%
Other Certificated Salaries		1900	147,305.00	561,973.00	317,838.30	578,046.00	(16,073.00)	-2.9%
TOTAL, CERTIFICATED SALARIES			14,986,040.00	14,198,669.00	7,580,472.73	15,080,922.00	(882,253.00)	-6.2%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	3,409,272.00	3,459,155.00	1,801,278.64	3,833,574.00	(374,419.00)	-10.8%
Classified Support Salaries		2200	1,910,745.00	1,967,983.00	1,104,097.56	2,008,793.00	(40,810.00)	-2.1%
Classified Supervisors' and Administrators' Salaries		2300	482,581.00	477,616.00	280,599.26	474,116.00	3,500.00	0.7%
Clerical, Technical and Office Salaries		2400	722,150.00	757,640.00	462,410.22	861,385.00	(103,745.00)	-13.7%
Other Classified Salaries		2900	953,272.00	868,368.00	419,410.65	896,504.00	(28,136.00)	-3.2%
TOTAL, CLASSIFIED SALARIES			7,478,020.00	7,530,762.00	4,067,796.33	8,074,372.00	(543,610.00)	-7.2%
EMPLOYEE BENEFITS								
STRS		3101-3102	1,195,095.00	1,211,963.00	638,719.89	1,287,184.00	(75,221.00)	-6.2%
PERS		3201-3202	930,198.00	929,500.00	474,758.62	974,828.00	(45,328.00)	-4.9%
OASDI/Medicare/Alternative		3301-3302	855,513.00	779,154.00	413,166.66	819,118.00	(39,964.00)	-5.1%
Health and Welfare Benefits		3401-3402	2,550,600.00	2,094,468.00	1,131,652.33	2,106,649.00	(12,181.00)	-0.6%
Unemployment Insurance		3501-3502	10,708.00	10,369.00	5,535.75	11,068.00	(699.00)	-6.7%
Workers' Compensation		3601-3602	796,684.00	715,077.00	384,540.63	761,203.00	(46,126.00)	-6.5%
OPEB, Allocated		3701-3702	788,398.00	708,715.00	367,593.95	683,127.00	25,588.00	3.6%
OPEB, Active Employees		3751-3752	118,524.00	104,525.00	57,147.16	106,421.00	(1,896.00)	-1.8%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			7,245,720.00	6,553,771.00	3,473,114.99	6,749,598.00	(195,827.00)	-3.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	507,451.00	659,329.00	505,199.71	2,167,627.00	(1,508,298.00)	-228.8%
Books and Other Reference Materials		4200	18,201.00	18,201.00	279.47	29,726.00	(11,525.00)	-63.3%
Materials and Supplies		4300	3,589,650.00	8,552,671.00	3,018,503.15	7,743,540.00	809,131.00	9.5%
Noncapitalized Equipment		4400	121,838.00	287,230.00	282,073.67	1,208,966.00	(921,736.00)	-320.9%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			4,237,140.00	9,517,431.00	3,806,056.00	11,149,859.00	(1,632,428.00)	-17.2%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	3,944,650.00	3,994,210.00	780,655.34	3,967,967.00	26,243.00	0.7%
Travel and Conferences		5200	1,143,769.00	1,294,120.00	462,057.17	1,136,100.00	158,020.00	12.2%
Dues and Memberships		5300	750.00	750.00	1,050.50	1,750.00	(1,000.00)	-133.3%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	140,501.00	164,381.00	75,717.60	128,881.00	35,500.00	21.6%
Transfers of Direct Costs		5710	283,825.00	338,866.00	59,760.03	337,228.00	1,638.00	0.5%
Transfers of Direct Costs - Interfund		5750	(10,000.00)	(2,500.00)	0.00	(2,500.00)	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	3,342,557.00	4,846,959.00	1,299,124.25	5,140,937.00	(293,978.00)	-6.1%
Communications		5900	16,500.00	16,182.00	10,053.44	16,182.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			8,862,552.00	10,652,968.00	2,688,418.33	10,726,545.00	(73,577.00)	-0.7%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	88,300.00	411,300.00	61,933.66	401,300.00	10,000.00	2.4%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			88,300.00	411,300.00	61,933.66	401,300.00	10,000.00	2.4%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	284,000.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	1,452,350.00	0.00	0.00	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments To Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/R Transfers of Apportionments To Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			1,736,350.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	891,350.00	1,206,558.00	4,832.00	1,227,038.00	(20,480.00)	-1.7%
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			891,350.00	1,206,558.00	4,832.00	1,227,038.00	(20,480.00)	-1.7%
TOTAL, EXPENDITURES			45,525,472.00	50,071,459.00	21,682,624.04	53,409,634.00	(3,338,175.00)	-6.7%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00		
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00		
Proceeds								
Proceeds from Sale/Lease-Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	16,965,349.00	13,851,828.00	0.00	14,895,770.00	1,043,942.00	7.5%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			16,965,349.00	13,851,828.00	0.00	14,895,770.00	1,043,942.00	7.5%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			16,965,349.00	13,851,828.00	0.00	14,895,770.00	(1,043,942.00)	7.5%

2014-15 Second Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
A. REVENUES								
1) LCFF Sources		8010-8099	125,566,777.00	125,951,694.00	69,453,205.33	125,832,922.00	(118,772.00)	-0.1%
2) Federal Revenue		8100-8299	13,594,427.00	18,110,293.00	5,570,407.93	18,113,267.00	2,974.00	0.0%
3) Other State Revenue		8300-8599	9,822,495.00	12,156,926.00	7,422,686.81	12,223,944.00	67,018.00	0.6%
4) Other Local Revenue		8600-8799	8,494,845.00	9,131,500.00	4,573,816.53	9,950,476.00	818,976.00	9.0%
5) TOTAL, REVENUES			157,478,544.00	165,350,413.00	87,020,116.60	166,120,609.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	69,366,806.00	71,626,890.00	38,407,850.21	73,997,830.00	(2,370,940.00)	-3.3%
2) Classified Salaries		2000-2999	22,783,045.00	22,761,956.00	12,646,715.03	23,917,721.00	(1,155,765.00)	-5.1%
3) Employee Benefits		3000-3999	32,115,656.00	30,527,711.00	16,430,071.24	31,198,239.00	(670,528.00)	-2.2%
4) Books and Supplies		4000-4999	9,399,467.00	17,262,494.00	6,601,282.49	18,595,444.00	(1,332,950.00)	-7.7%
5) Services and Other Operating Expenditures		5000-5999	18,659,355.00	21,308,967.00	8,156,661.29	21,951,004.00	(642,037.00)	-3.0%
6) Capital Outlay		6000-6999	443,300.00	1,566,136.00	1,189,190.55	1,731,995.00	(165,859.00)	-10.6%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299 7400-7499	2,825,530.00	2,825,530.00	337,050.30	2,609,071.00	216,459.00	7.7%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	(415,556.00)	(440,914.00)	0.00	(445,129.00)	4,215.00	-1.0%
9) TOTAL, EXPENDITURES			155,177,603.00	167,438,770.00	83,768,821.11	173,556,175.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			2,300,941.00	(2,088,357.00)	3,251,295.49	(7,435,566.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	101.92	102.00	102.00	New
b) Transfers Out		7600-7629	955,249.00	955,249.00	0.00	1,040,878.00	(85,629.00)	-9.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(955,249.00)	(955,249.00)	101.92	(1,040,776.00)		

2014-15 Second Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			1,345,692.00	(3,043,606.00)	3,251,397.41	(8,476,342.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	13,088,879.00	21,680,426.00		21,680,426.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			13,088,879.00	21,680,426.00		21,680,426.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			13,088,879.00	21,680,426.00		21,680,426.00		
2) Ending Balance, June 30 (E + F1e)			14,434,571.00	18,636,820.00		13,204,084.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	20,000.00	20,000.00		20,000.00		
Stores		9712	170,000.00	170,000.00		170,000.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	170,515.00	2,626,002.00		1,017,289.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments			9,009,000.00	9,818,820.00		6,758,883.00		
Common Core Instructional Materials	0000	9780	2,000,000.00					
STRS Increase	0000	9780	850,000.00					
Addx271 Reserve for Economic Uncert	0000	9780	6,000,000.00					
Annual Bus Replacement Reserve	0000	9780	50,000.00					
Classified Prof Development	0000	9780	100,000.00					
OPIE Equipment Reserve	0000	9780	9,000.00					
Bus Replacement Reserve	0000	9780		50,000.00				
Classified Prof Development	0000	9780		100,000.00				
OPIE Equipment Reserve	0000	9780		9,000.00				
Salary Increases	0000	9780		2,607,600.00				
Addx271 Reserve for Economic Uncert	0000	9780		5,052,220.00				
Common Core Instructional Materials	0000	9780		2,000,000.00				
Bus Replacement Reserve	0000	9780				50,000.00		
Salary Increases	0000	9780				2,607,600.00		
Math Adoption Reserve	0000	9780				2,000,000.00		
Addx271 Reserve for Economic Uncert	0000	9780				2,101,283.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	4,683,986.00	5,051,821.00		5,237,912.00		
Unassigned/Unappropriated Amount		9790	381,070.00	950,177.00		0.00		

2014-15 Second Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
LCFF SOURCES								
Principal Apportionment								
State Aid - Current Year		8011	92,343,769.00	90,018,890.00	48,657,022.00	89,861,256.00	(157,634.00)	-0.2%
Education Protection Account State Aid - Current Year		8012	15,265,946.00	18,331,397.00	9,073,535.00	18,370,259.00	38,862.00	0.2%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions								
Homeowners' Exemptions		8021	163,306.00	159,454.00	85,241.07	159,454.00	0.00	0.0%
Timber Yield Tax		8022	0.00	10.00	0.00	10.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	6,942.00	6,248.00	6,966.92	6,248.00	0.00	0.0%
County & District Taxes								
Secured Roll Taxes		8041	17,759,122.00	17,983,706.00	9,207,146.30	17,983,706.00	0.00	0.0%
Unsecured Roll Taxes		8042	429,255.00	456,640.00	459,083.31	456,640.00	0.00	0.0%
Prior Years' Taxes		8043	90,627.00	72,592.00	39,505.03	72,592.00	0.00	0.0%
Supplemental Taxes		8044	270,174.00	376,355.00	335,749.64	376,355.00	0.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	(1,399,257.00)	(1,453,598.00)	376,877.01	(1,453,598.00)	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	636,893.00	0.00	1,212,079.05	0.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604)								
Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			125,566,777.00	125,951,694.00	69,453,205.33	125,832,922.00	(118,772.00)	-0.1%
LCFF Transfers								
Unrestricted LCFF Transfers - Current Year	0000	8091	0.00	0.00	0.00	0.00	0.00	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	0.00	0.00	0.00	0.00	0.00	0.0%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			125,566,777.00	125,951,694.00	69,453,205.33	125,832,922.00	(118,772.00)	-0.1%
FEDERAL REVENUE								
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	2,665,648.00	2,665,648.00	(29.00)	2,665,648.00	0.00	0.0%
Special Education Discretionary Grants		8182	393,687.00	393,687.00	0.00	398,162.00	4,475.00	1.1%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB: Title I, Part A, Basic Grants Low-Income and Neglected	3010	8290	4,109,978.00	4,140,419.00	1,581,104.00	4,159,435.00	19,016.00	0.5%
NCLB: Title I, Part D, Local Delinquent Program	3025	8290	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB: Title II, Part A, Teacher Quality	4035	8290	800,756.00	881,970.00	155,493.72	875,836.00	(6,134.00)	-0.7%

2014-15 Second Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
NCLB: Title III, Immigration Education Program	4201	8290	35,835.00	55,843.00	15,531.94	44,124.00	(11,719.00)	-21.0%
NCLB: Title III, Limited English Proficient (LEP) Student Program	4203	8290	815,523.00	1,008,140.00	308,769.33	1,004,476.00	(3,664.00)	-0.4%
NCLB: Title V, Part B, Public Charter Schools Grant Program (PCSGP)	4610	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Other No Child Left Behind	3011-3020, 3026-3205, 4036-4126, 5510	8290	150,000.00	230,506.00	25,829.37	230,506.00	0.00	0.0%
Vocational and Applied Technology Education	3500-3699	8290	0.00	0.00	0.00	0.00	0.00	0.0%
Safe and Drug Free Schools	3700-3799	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	4,623,000.00	8,734,080.00	3,483,708.57	8,735,080.00	1,000.00	0.0%
TOTAL, FEDERAL REVENUE			13,594,427.00	18,110,293.00	5,570,407.93	18,113,267.00	2,974.00	0.0%
OTHER STATE REVENUE								
Other State Apportionments								
ROC/P Entitlement								
Current Year	6355-6360	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	6355-6360	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Master Plan								
Current Year	6500	8311	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years	6500	8319	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	171,316.00	171,316.00	100,332.00	171,316.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	453,460.00	1,537,932.00	1,429,486.00	1,537,932.00	0.00	0.0%
Lottery - Unrestricted and Instructional Materi		8560	2,638,745.00	2,700,082.00	723,326.36	2,767,100.00	67,018.00	2.5%
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
School Based Coordination Program	7250	8590	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590	2,482,325.00	2,482,325.00	1,613,511.25	2,482,325.00	0.00	0.0%
Charter School Facility Grant	6030	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690	8590	69,496.00	104,621.00	9,711.10	104,621.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Healthy Start	6240	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Specialized Secondary	7370	8590	0.00	0.00	0.00	0.00	0.00	0.0%
American Indian Early Childhood Education	7210	8590	0.00	0.00	0.00	0.00	0.00	0.0%
School Community Violence Prevention Grant	7391	8590	0.00	0.00	0.00	0.00	0.00	0.0%
Quality Education Investment Act	7400	8590	2,460,600.00	3,030,082.00	2,424,066.00	3,030,082.00	0.00	0.0%
Common Core State Standards Implementation	7405	8590	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	1,546,553.00	2,130,568.00	1,122,254.10	2,130,568.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			9,822,495.00	12,156,926.00	7,422,686.81	12,223,944.00	67,018.00	0.6%

2014-15 Second Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
OTHER LOCAL REVENUE								
Other Local Revenue								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	10,729.90	15,000.00	15,000.00	New
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	150,000.00	150,000.00	55,159.00	150,000.00	0.00	0.0%
Interest		8660	94,000.00	94,000.00	22,862.43	94,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Services		8677	182,307.00	360,789.00	79,329.18	331,668.00	(29,121.00)	-8.1%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
Plus: Misc Funds Non-LCFF (50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	596,100.00	1,036,663.00	593,751.85	1,969,857.00	933,194.00	90.0%
Tuition		8710	236,449.00	236,449.00	0.00	136,352.00	(100,097.00)	-42.3%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers Of Apportionments								
Special Education SELPA Transfers								
From Districts or Charter Schools	6500	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6500	8792	7,235,989.00	7,253,599.00	3,811,984.17	7,253,599.00	0.00	0.0%
From JPAs	6500	8793	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers								
From Districts or Charter Schools	6360	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	6360	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	6360	8793	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments								
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			8,494,845.00	9,131,500.00	4,573,816.53	9,950,476.00	818,976.00	9.0%
TOTAL, REVENUES			157,478,544.00	165,350,413.00	87,020,116.60	166,120,609.00	770,196.00	0.5%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	59,290,232.00	59,077,340.00	31,418,919.02	60,654,036.00	(1,576,696.00)	-2.7%
Certificated Pupil Support Salaries		1200	4,092,130.00	6,346,871.00	3,398,198.18	6,651,114.00	(304,243.00)	-4.8%
Certificated Supervisors' and Administrators' Salaries		1300	5,837,139.00	5,629,802.00	3,266,022.73	6,063,445.00	(433,643.00)	-7.7%
Other Certificated Salaries		1900	147,305.00	572,877.00	324,710.28	629,235.00	(56,358.00)	-9.8%
TOTAL, CERTIFICATED SALARIES			69,366,806.00	71,626,890.00	38,407,850.21	73,997,830.00	(2,370,940.00)	-3.3%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	3,944,746.00	3,927,598.00	2,157,753.53	4,355,009.00	(427,411.00)	-10.9%
Classified Support Salaries		2200	6,468,222.00	6,441,821.00	3,708,182.73	6,555,420.00	(113,599.00)	-1.8%
Classified Supervisors' and Administrators' Salaries		2300	1,766,367.00	1,678,165.00	985,405.72	1,714,413.00	(36,248.00)	-2.2%
Clerical, Technical and Office Salaries		2400	7,470,155.00	7,526,453.00	4,296,070.60	7,910,439.00	(383,986.00)	-5.1%
Other Classified Salaries		2900	3,133,555.00	3,187,919.00	1,499,302.45	3,382,440.00	(194,521.00)	-6.1%
TOTAL, CLASSIFIED SALARIES			22,783,045.00	22,761,956.00	12,646,715.03	23,917,721.00	(1,155,765.00)	-5.1%
EMPLOYEE BENEFITS								
STRS		3101-3102	5,538,270.00	6,076,134.00	3,248,093.64	6,262,869.00	(186,735.00)	-3.1%
PERS		3201-3202	2,879,134.00	2,906,637.00	1,470,866.56	2,888,879.00	17,758.00	0.6%
OASDI/Medicare/Alternative		3301-3302	3,396,619.00	2,767,290.00	1,520,277.21	2,878,003.00	(110,713.00)	-4.0%
Health and Welfare Benefits		3401-3402	12,923,210.00	11,704,204.00	6,388,506.11	11,996,907.00	(292,703.00)	-2.5%
Unemployment Insurance		3501-3502	44,202.00	45,078.00	24,461.91	46,822.00	(1,744.00)	-3.9%
Workers' Compensation		3601-3602	3,250,609.00	3,090,487.00	1,680,318.97	3,209,042.00	(118,555.00)	-3.8%
OPEB, Allocated		3701-3702	3,577,009.00	3,438,688.00	1,824,639.78	3,406,652.00	32,036.00	0.9%
OPEB, Active Employees		3751-3752	497,056.00	489,646.00	267,338.00	499,518.00	(9,872.00)	-2.0%
Other Employee Benefits		3901-3902	9,547.00	9,547.00	5,569.06	9,547.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			32,115,656.00	30,527,711.00	16,430,071.24	31,198,239.00	(670,528.00)	-2.2%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	507,451.00	2,659,329.00	697,125.66	4,167,627.00	(1,508,298.00)	-56.7%
Books and Other Reference Materials		4200	74,655.00	112,940.00	13,423.80	98,847.00	14,093.00	12.5%
Materials and Supplies		4300	7,963,101.00	13,329,852.00	5,143,548.74	12,189,167.00	1,140,685.00	8.6%
Noncapitalized Equipment		4400	854,260.00	1,160,373.00	747,184.29	2,139,803.00	(979,430.00)	-84.4%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			9,399,467.00	17,262,494.00	6,601,282.49	18,595,444.00	(1,332,950.00)	-7.7%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	6,030,650.00	6,060,010.00	1,563,295.29	6,033,767.00	26,243.00	0.4%
Travel and Conferences		5200	1,433,905.00	1,599,774.00	618,703.16	1,536,262.00	63,512.00	4.0%
Dues and Memberships		5300	94,536.00	97,272.00	81,560.01	96,552.00	720.00	0.7%
Insurance		5400-5450	612,434.00	669,864.00	669,835.01	669,864.00	0.00	0.0%
Operations and Housekeeping Services		5500	2,515,000.00	2,515,000.00	1,337,858.10	2,775,000.00	(260,000.00)	-10.3%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	1,146,189.00	1,210,868.00	587,347.49	1,113,963.00	96,905.00	8.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	(26,593.00)	(22,893.00)	(5,708.16)	(23,393.00)	500.00	-2.2%
Professional/Consulting Services and Operating Expenditures		5800	6,282,834.00	8,560,340.00	3,034,040.28	9,129,737.00	(569,397.00)	-6.7%
Communications		5900	570,400.00	618,732.00	269,730.11	619,252.00	(520.00)	-0.1%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			18,659,355.00	21,308,967.00	8,156,661.29	21,951,004.00	(642,037.00)	-3.0%

2014-15 Second Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	799,836.00	823,656.87	823,820.00	(23,984.00)	-3.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	443,300.00	766,300.00	365,533.68	908,175.00	(141,875.00)	-18.5%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			443,300.00	1,566,136.00	1,189,190.55	1,731,995.00	(165,859.00)	-10.6%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Tuition								
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments to Districts or Charter Schools		7141	284,000.00	284,000.00	0.00	193,502.00	90,498.00	31.9%
Payments to County Offices		7142	2,202,350.00	2,202,350.00	(2,129.48)	2,076,389.00	125,961.00	5.7%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues to Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments to Districts or Charter Schools	6500	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6500	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6500	7223	0.00	0.00	0.00	0.00	0.00	0.0%
ROC/P Transfers of Apportionments to Districts or Charter Schools	6360	7221	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices	6360	7222	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs	6360	7223	0.00	0.00	0.00	0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	137,342.00	137,342.00	137,341.71	137,342.00	0.00	0.0%
Other Debt Service - Principal		7439	201,838.00	201,838.00	201,838.07	201,838.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			2,825,530.00	2,825,530.00	337,050.30	2,609,071.00	216,459.00	7.7%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs		7310	0.00	0.00	0.00	0.00		
Transfers of Indirect Costs - Interfund		7350	(415,556.00)	(440,914.00)	0.00	(445,129.00)	4,215.00	-1.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(415,556.00)	(440,914.00)	0.00	(445,129.00)	4,215.00	-1.0%
TOTAL, EXPENDITURES			155,177,603.00	167,438,770.00	83,768,821.11	173,556,175.00	(6,117,405.00)	-3.7%

2014-15 Second Interim
General Fund
Summary - Unrestricted/Restricted
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff (E/B) (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	101.92	102.00	102.00	New
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	101.92	102.00	102.00	New
INTERFUND TRANSFERS OUT								
To: Child Development Fund		7611	0.00	0.00	0.00	0.00	0.00	0.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	135,080.00	(135,080.00)	New
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	955,249.00	955,249.00	0.00	905,798.00	49,451.00	5.2%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			955,249.00	955,249.00	0.00	1,040,878.00	(85,629.00)	-9.0%
OTHER SOURCES/USES								
SOURCES								
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds								
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00		
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00		
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES								
(a - b + c - d + e)			(955,249.00)	(955,249.00)	101.92	(1,040,776.00)	85,527.00	9.0%

<u>Resource</u>	<u>Description</u>	<u>2014-15 Projected Year Totals</u>
5640	Medi-Cal Billing Option	804,003.00
8150	Ongoing & Major Maintenance Account (RM,	212,786.00
9010	Other Restricted Local	500.00
Total, Restricted Balance		<u>1,017,289.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	929,160.00	1,060,458.00	470,296.35	1,163,158.00	102,700.00	9.7%
4) Other Local Revenue		8600-8799	40,500.00	500.00	245.90	500.00	0.00	0.0%
5) TOTAL REVENUES			969,660.00	1,060,958.00	470,542.25	1,163,658.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	24,409.00	12,966.00	7,563.49	12,966.00	0.00	0.0%
2) Classified Salaries		2000-2999	671,092.00	825,895.00	426,840.50	820,340.00	5,555.00	0.7%
3) Employee Benefits		3000-3999	158,166.00	163,393.00	84,844.52	176,652.00	(13,259.00)	-8.1%
4) Books and Supplies		4000-4999	61,767.00	10,100.00	4,533.49	97,873.00	(87,773.00)	-869.0%
5) Services and Other Operating Expenditures		5000-5999	15,590.00	26,165.00	7,425.32	29,172.00	(3,007.00)	-11.5%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	38,136.00	44,449.00	0.00	48,664.00	(4,215.00)	-9.5%
9) TOTAL EXPENDITURES			969,160.00	1,082,968.00	531,207.32	1,185,667.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			500.00	(22,010.00)	(60,665.07)	(22,009.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET (INCREASE (DECREASE) IN FUND BALANCE (C + D4)			500.00	(22,010.00)	(60,665.07)	(22,009.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	46,458.00	35,050.00		35,050.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			46,458.00	35,050.00		35,050.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			46,458.00	35,050.00		35,050.00		
2) Ending Balance, June 30 (E + F1e)			46,958.00	13,040.00		13,041.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted		9740	46,958.00	13,041.00		13,041.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	(1.00)		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.0%
NCLB: Title I, Part A, Basic Grants Low-Income and Neglected	3010	8290	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
State Preschool	6105	8590	929,160.00	1,060,458.00	470,296.35	1,163,158.00	102,700.00	9.7%
All Other State Revenue	All Other	8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			929,160.00	1,060,458.00	470,296.35	1,163,158.00	102,700.00	9.7%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	500.00	500.00	108.15	500.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Child Development Parent Fees		8673	40,000.00	0.00	137.75	0.00	0.00	0.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers in from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			40,500.00	500.00	245.90	500.00	0.00	0.0%
TOTAL, REVENUES			969,660.00	1,060,958.00	470,542.25	1,163,658.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Certificated Teachers' Salaries		1100	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.00	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	24,409.00	12,966.00	7,563.49	12,966.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			24,409.00	12,966.00	7,563.49	12,966.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Instructional Salaries		2100	569,327.00	725,634.00	378,387.98	716,844.00	8,790.00	1.2%
Classified Support Salaries		2200	75.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	11,360.00	11,360.00	6,626.55	11,360.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	83,830.00	78,901.00	38,672.39	82,002.00	(3,101.00)	-3.9%
Other Classified Salaries		2900	6,500.00	10,000.00	3,153.58	10,134.00	(134.00)	-1.3%
TOTAL, CLASSIFIED SALARIES			671,092.00	825,895.00	426,840.50	820,340.00	5,555.00	0.7%
EMPLOYEE BENEFITS								
STRS		3101-3102	14,671.00	19,986.00	11,771.09	21,485.00	(1,499.00)	-7.5%
PERS		3201-3202	44,279.00	43,624.00	20,889.29	47,346.00	(3,722.00)	-8.5%
OASDI/Medicare/Alternative		3301-3302	42,417.00	51,166.00	24,444.34	54,459.00	(3,293.00)	-6.4%
Health and Welfare Benefits		3401-3402	15,180.00	13,210.00	7,699.45	13,232.00	(22.00)	-0.2%
Unemployment Insurance		3501-3502	345.00	413.00	214.99	441.00	(28.00)	-6.8%
Workers' Compensation		3601-3602	24,649.00	27,833.00	14,235.69	29,552.00	(1,719.00)	-6.2%
OPEB, Allocated		3701-3702	13,503.00	3,944.00	3,929.64	7,067.00	(3,123.00)	-79.2%
OPEB, Active Employees		3751-3752	3,122.00	3,217.00	1,660.03	3,070.00	147.00	4.6%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			158,166.00	163,393.00	84,844.52	176,652.00	(13,259.00)	-8.1%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	61,767.00	10,100.00	4,533.49	97,873.00	(87,773.00)	-869.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
Food		4700	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			61,767.00	10,100.00	4,533.49	97,873.00	(87,773.00)	-869.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	3,965.00	10,165.00	539.72	10,172.00	(7.00)	-0.1%
Dues and Memberships		5300	900.00	1,500.00	0.00	1,500.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	25.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	3,150.00	6,950.00	2,783.60	9,950.00	(3,000.00)	-43.2%
Professional/Consulting Services and Operating Expenditures		5800	7,550.00	7,550.00	4,102.00	7,550.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			15,590.00	26,165.00	7,425.32	29,172.00	(3,007.00)	-11.5%
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	38,136.00	44,449.00	0.00	48,664.00	(4,215.00)	-9.5%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			38,136.00	44,449.00	0.00	48,664.00	(4,215.00)	-9.5%
TOTAL, EXPENDITURES			989,160.00	1,082,968.00	531,207.32	1,185,667.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund		8911	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Certificates of Participation		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8979	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2014/15 Projected Year Totals
6130	Child Development: Center-Based Reserve Account	13,041.00
Total, Restricted Balance		<u>13,041.00</u>

2014-15 Second Interim
Cafeteria Special Revenue Fund
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	7,050,853.00	7,592,517.00	2,189,088.00	7,592,517.00	0.00	0.0%
3) Other State Revenue		8300-8599	542,746.00	542,746.00	184,054.47	542,746.00	0.00	0.0%
4) Other Local Revenue		8600-8799	658,800.00	663,300.00	349,367.10	663,300.00	0.00	0.0%
5) TOTAL REVENUES			8,252,399.00	8,798,563.00	2,722,509.57	8,798,563.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	3,100,388.00	3,421,030.00	1,718,685.32	3,380,494.00	40,536.00	1.2%
3) Employee Benefits		3000-3999	1,055,947.00	1,113,858.00	565,323.67	1,107,443.00	6,415.00	0.6%
4) Books and Supplies		4000-4999	4,486,000.00	4,562,918.00	2,120,736.31	4,562,918.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	187,893.00	181,893.00	78,549.27	179,393.00	2,500.00	1.4%
6) Capital Outlay		6000-6999	0.00	77,648.00	81,389.90	77,648.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	377,420.00	396,465.00	0.00	396,465.00	0.00	0.0%
9) TOTAL EXPENDITURES			9,207,648.00	9,753,812.00	4,564,684.47	9,704,361.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(955,249.00)	(955,249.00)	(1,842,174.90)	(905,798.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	955,249.00	955,249.00	0.00	905,798.00	(49,451.00)	-5.2%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			955,249.00	955,249.00	0.00	905,798.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	(1,842,174.90)	0.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	0.00	0.00		0.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			0.00	0.00		0.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			0.00	0.00		0.00		
2) Ending Balance, June 30 (E + F1e)			0.00	0.00		0.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Restricted			0.00	0.00		0.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

2014-15 Second Interim
Cafeteria Special Revenue Fund
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
Child Nutrition Programs		8220	7,050,853.00	7,514,869.00	2,119,204.80	7,514,869.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	77,648.00	69,883.20	77,648.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			7,050,853.00	7,592,517.00	2,189,088.00	7,592,517.00	0.00	0.0%
OTHER STATE REVENUE								
Child Nutrition Programs		8520	542,746.00	542,746.00	184,054.47	542,746.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			542,746.00	542,746.00	184,054.47	542,746.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	655,000.00	655,000.00	347,339.89	655,000.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	3,800.00	3,800.00	1,095.27	3,800.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	4,500.00	932.14	4,500.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			658,800.00	663,300.00	349,367.10	663,300.00	0.00	0.0%
TOTAL REVENUES			8,252,399.00	8,798,563.00	2,722,509.57	8,798,563.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.00	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	2,776,094.00	3,095,231.00	1,529,716.75	3,051,382.00	43,849.00	1.4%
Classified Supervisors' and Administrators' Salaries		2300	193,487.00	194,692.00	116,381.70	198,005.00	(3,313.00)	-1.7%
Clerical, Technical and Office Salaries		2400	130,807.00	131,107.00	72,586.87	131,107.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			3,100,388.00	3,421,030.00	1,718,685.32	3,380,494.00	40,536.00	1.2%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	358,067.00	391,599.00	184,609.02	386,280.00	5,319.00	1.4%
OASDI/Medicare/Alternative		3301-3302	228,767.00	249,747.00	126,652.86	246,751.00	2,996.00	1.2%
Health and Welfare Benefits		3401-3402	258,872.00	259,082.00	142,365.42	261,715.00	(2,633.00)	-1.0%
Unemployment Insurance		3501-3502	1,493.00	1,633.00	827.74	1,613.00	20.00	1.2%
Workers' Compensation		3601-3602	109,911.00	111,505.00	56,465.70	110,175.00	1,330.00	1.2%
OPEB, Allocated		3701-3702	83,342.00	83,342.00	46,015.32	84,835.00	(1,493.00)	-1.8%
OPEB, Active Employees		3751-3752	15,495.00	16,950.00	8,387.61	16,074.00	876.00	5.2%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			1,055,947.00	1,113,858.00	565,323.67	1,107,443.00	6,415.00	0.6%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	86,500.00	113,747.00	28,056.97	113,747.00	0.00	0.0%
Noncapitalized Equipment		4400	78,500.00	43,500.00	11,990.26	43,500.00	0.00	0.0%
Food		4700	4,321,000.00	4,405,671.00	2,080,689.08	4,405,671.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			4,486,000.00	4,562,918.00	2,120,736.31	4,562,918.00	0.00	0.0%

2014-15 Second Interim
Cafeteria Special Revenue Fund
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	3,300.00	4,800.00	3,022.99	4,800.00	0.00	0.0%
Dues and Memberships		5300	2,000.00	2,000.00	0.00	2,000.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	53,000.00	53,000.00	20,196.79	53,000.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	75,650.00	75,650.00	35,766.49	75,650.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	23,443.00	15,943.00	2,924.56	13,443.00	2,500.00	15.7%
Professional/Consulting Services and Operating Expenditures		5800	30,000.00	30,000.00	16,638.44	30,000.00	0.00	0.0%
Communications		5900	500.00	500.00	0.00	500.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			187,893.00	181,893.00	78,549.27	179,393.00	2,500.00	1.4%
CAPITAL OUTLAY								
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	77,648.00	81,389.90	77,648.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	77,648.00	81,389.90	77,648.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS								
Transfers of Indirect Costs - Interfund		7350	377,420.00	396,465.00	0.00	396,465.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			377,420.00	396,465.00	0.00	396,465.00	0.00	0.0%
TOTAL EXPENDITURES			9,207,648.00	9,753,812.00	4,564,684.47	9,704,361.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
From: General Fund		8916	955,249.00	955,249.00	0.00	905,798.00	(49,451.00)	-5.2%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			955,249.00	955,249.00	0.00	905,798.00	(49,451.00)	-5.2%
INTERFUND TRANSFERS OUT								
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			955,249.00	955,249.00	0.00	905,798.00		

<u>Resource</u>	<u>Description</u>	<u>2014/15 Projected Year Totals</u>
	Total, Restricted Balance	<u>0.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	122,500.00	120,250.00	37,197.34	120,250.00	0.00	0.0%
5) TOTAL REVENUES			122,500.00	120,250.00	37,197.34	120,250.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	3,832,942.00	669,234.08	3,832,942.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	1,325,000.00	1,090,000.00	784,357.40	1,090,000.00	0.00	0.0%
6) Capital Outlay		6000-6999	10,841,598.00	43,113,907.00	7,696,851.28	43,113,907.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL EXPENDITURES			12,166,598.00	48,036,849.00	9,150,442.76	48,036,849.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(12,044,098.00)	(47,916,599.00)	(9,113,245.42)	(47,916,599.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	15,578,000.00	15,578,000.00	15,578,000.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	15,578,000.00	15,578,000.00	15,578,000.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(12,044,098.00)	(32,338,599.00)	6,464,754.58	(32,338,599.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	67,061,200.00	32,338,599.00		32,338,599.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			67,061,200.00	32,338,599.00		32,338,599.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			67,061,200.00	32,338,599.00		32,338,599.00		
2) Ending Balance, June 30 (E + F1e)			55,017,102.00	0.00		0.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance								
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Tax Relief Subventions Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Other Restricted Levies Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction								
		8625	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes								
		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	122,500.00	120,250.00	37,197.34	120,250.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			122,500.00	120,250.00	37,197.34	120,250.00	0.00	0.0%
TOTAL REVENUES			122,500.00	120,250.00	37,197.34	120,250.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	3,697,913.00	571,821.64	3,697,913.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	135,029.00	97,412.44	135,029.00	0.00	0.0%
TOTAL BOOKS AND SUPPLIES			0.00	3,832,942.00	669,234.08	3,832,942.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	1,325,000.00	1,090,000.00	784,357.40	1,090,000.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL SERVICES AND OTHER OPERATING EXPENDITURES			1,325,000.00	1,090,000.00	784,357.40	1,090,000.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CAPITAL OUTLAY								
Land		6100	0.00	369,583.00	6,773.31	369,583.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	6,769.50	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	10,841,598.00	42,654,444.00	7,651,396.76	42,654,444.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	89,880.00	31,911.71	89,880.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			10,841,598.00	43,113,907.00	7,696,851.28	43,113,907.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL EXPENDITURES			12,166,598.00	48,036,849.00	9,150,442.76	48,036,849.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale of Bonds		8951	0.00	15,578,000.00	15,578,000.00	15,578,000.00	0.00	0.0%
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
County School Building Aid		8961	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds								
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	15,578,000.00	15,578,000.00	15,578,000.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	15,578,000.00	15,578,000.00	15,578,000.00		

<u>Resource</u>	<u>Description</u>	<u>2014/15 Projected Year Totals</u>
9010	Other Restricted Local	0.00
Total, Restricted Balance		<u>0.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	48,000.00	356,101.00	415,568.74	356,101.00	0.00	0.0%
5) TOTAL REVENUES			48,000.00	356,101.00	415,568.74	356,101.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	6,700,000.00	1,594,134.98	6,700,000.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	382,000.00	185,500.00	102,162.40	185,500.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	10,085.00	55.47	10,085.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	472,289.00	472,289.00	368,169.00	472,289.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL EXPENDITURES			854,289.00	7,367,874.00	2,064,521.85	7,367,874.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(806,289.00)	(7,011,773.00)	(1,648,953.11)	(7,011,773.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(806,289.00)	(7,011,773.00)	(1,648,953.11)	(7,011,773.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	8,049,709.00	7,984,341.00		7,984,341.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			8,049,709.00	7,984,341.00		7,984,341.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			8,049,709.00	7,984,341.00		7,984,341.00		
2) Ending Balance, June 30 (E + F1e)			7,243,420.00	972,568.00		972,568.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	7,243,420.00	972,568.00		972,568.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

2014-15 Second Interim
Capital Facilities Fund
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
OTHER STATE REVENUE								
Tax Relief Subventions								
Restricted Levies - Other								
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes								
Other Restricted Levies								
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes								
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds								
Not Subject to LCFF Deduction		8625	0.00	0.00	126,366.15	0.00	0.00	0.0%
Penalties and Interest from Delinquent								
Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	48,000.00	48,000.00	7,807.90	48,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
Mitigation/Developer Fees		8681	0.00	300,000.00	273,293.64	300,000.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	8,101.00	8,101.05	8,101.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			48,000.00	356,101.00	415,568.74	356,101.00	0.00	0.0%
TOTAL REVENUES			48,000.00	356,101.00	415,568.74	356,101.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CERTIFICATED SALARIES								
Other Certificated Salaries		1900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL CERTIFICATED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	6,700,000.00	1,548,874.81	6,700,000.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	45,280.17	0.00	0.00	0.0%
TOTAL BOOKS AND SUPPLIES			0.00	6,700,000.00	1,594,134.98	6,700,000.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	132,000.00	167,000.00	102,162.40	167,000.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	250,000.00	18,500.00	0.00	18,500.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL SERVICES AND OTHER OPERATING EXPENDITURES			382,000.00	185,500.00	102,162.40	185,500.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	10,085.00	55.47	10,085.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	10,085.00	55.47	10,085.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	213,389.00	213,389.00	109,269.00	213,389.00	0.00	0.0%
Other Debt Service - Principal		7439	258,900.00	258,900.00	258,900.00	258,900.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			472,289.00	472,289.00	368,169.00	472,289.00	0.00	0.0%
TOTAL EXPENDITURES			854,289.00	7,367,874.00	2,064,521.85	7,367,874.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Certificates of Participation		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8973	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8979	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources			0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

Resource	Description	2014/15 Projected Year Totals
9010	Other Restricted Local	972,568.00
Total, Restricted Balance		<u>972,568.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	30,000.00	60,000.00	10,194.28	60,000.00	0.00	0.0%
5) TOTAL REVENUES			30,000.00	60,000.00	10,194.28	60,000.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL EXPENDITURES			0.00	0.00	0.00	0.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			30,000.00	60,000.00	10,194.28	60,000.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			30,000.00	60,000.00	10,194.28	60,000.00		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	9,298,594.00	9,117,886.00		9,117,886.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			9,298,594.00	9,117,886.00		9,117,886.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			9,298,594.00	9,117,886.00		9,117,886.00		
2) Ending Balance, June 30 (E + F1e)			9,328,594.00	9,177,886.00		9,177,886.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance			9,328,594.00	9,177,886.00		9,177,886.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
School Facilities Apportionments		8545	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER LOCAL REVENUE								
Sales								
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	30,000.00	60,000.00	10,194.28	60,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers in from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			30,000.00	60,000.00	10,194.28	60,000.00	0.00	0.0%
TOTAL, REVENUES			30,000.00	60,000.00	10,194.28	60,000.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CLASSIFIED SALARIES								
Classified Support Salaries		2200	0.00	0.00	0.00	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.00	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.00	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.00	0.00	0.00	0.0%
EMPLOYEE BENEFITS								
STRS		3101-3102	0.00	0.00	0.00	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.00	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.00	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.00	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.00	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.00	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.00	0.00	0.00	0.0%
BOOKS AND SUPPLIES								
Books and Other Reference Materials		4200	0.00	0.00	0.00	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.00	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.00	0.00	0.00	0.0%
SERVICES AND OTHER OPERATING EXPENDITURES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.00	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.00	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.00	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	0.00	0.00	0.00	0.00	0.00	0.0%
Communications		5900	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
CAPITAL OUTLAY								
Land		6100	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Other Transfers Out								
Transfers of Pass-Through Revenues								
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service								
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, EXPENDITURES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
To: State School Building Fund/ County School Facilities Fund From: All Other Funds		8913	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Proceeds								
Proceeds from Sale/Lease- Purchase of Land/Buildings		8953	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds		8971	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Certificates of Participation		8972	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Capital Leases		8973	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8979	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources			0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.00	0.00		

<u>Resource</u>	<u>Description</u>	<u>2014/15 Projected Year Totals</u>
7710	State School Facilities Projects	9,177,886.00
Total, Restricted Balance		<u>9,177,886.00</u>

2014-15 Second Interim
Bond Interest and Redemption Fund
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	108,482.00	101,079.00	53,684.58	101,079.00	0.00	0.0%
4) Other Local Revenue		8600-8799	11,199,077.00	11,152,185.00	6,913,481.52	11,152,185.00	0.00	0.0%
5) TOTAL REVENUES			11,307,559.00	11,253,264.00	6,967,166.10	11,253,264.00		
B. EXPENDITURES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.00	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	11,643,276.00	11,637,575.00	11,802,205.98	11,637,575.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL EXPENDITURES			11,643,276.00	11,637,575.00	11,802,205.98	11,637,575.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(335,717.00)	(384,311.00)	(4,835,039.88)	(384,311.00)		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	510,619.34	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	0.00	510,619.34	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(335,717.00)	(384,311.00)	(4,324,420.54)	(384,311.00)		
F. FUND BALANCE, RESERVES								
1) Beginning Fund Balance								
a) As of July 1 - Unaudited		9791	10,083,231.00	10,542,142.00		10,542,142.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			10,083,231.00	10,542,142.00		10,542,142.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			10,083,231.00	10,542,142.00		10,542,142.00		
2) Ending Balance, June 30 (E + F1e)			9,747,514.00	10,157,831.00		10,157,831.00		
Components of Ending Fund Balance								
a) Nonspendable								
Revolving Cash		9711	0.00	0.00		0.00		
Stores		9712	0.00	0.00		0.00		
Prepaid Expenditures		9713	0.00	0.00		0.00		
All Others		9719	0.00	0.00		0.00		
b) Legally Restricted Balance		9740	9,747,514.00	10,157,831.00		10,157,831.00		
c) Committed								
Stabilization Arrangements		9750	0.00	0.00		0.00		
Other Commitments		9760	0.00	0.00		0.00		
d) Assigned								
Other Assignments		9780	0.00	0.00		0.00		
e) Unassigned/Unappropriated								
Reserve for Economic Uncertainties		9789	0.00	0.00		0.00		
Unassigned/Unappropriated Amount		9790	0.00	0.00		0.00		

2014-15 Second Interim
Bond Interest and Redemption Fund
Revenues, Expenditures, and Changes in Fund Balance

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
FEDERAL REVENUE								
All Other Federal Revenue		8290	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER STATE REVENUE								
Tax Relief Subventions Voted Indebtedness Levies								
Homeowners' Exemptions		8571	108,482.00	101,079.00	50,007.60	101,079.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8572	0.00	0.00	3,676.98	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			108,482.00	101,079.00	53,684.58	101,079.00	0.00	0.0%
OTHER LOCAL REVENUE								
County and District Taxes Voted Indebtedness Levies Secured Roll								
		8611	10,599,226.00	10,545,926.00	6,265,099.32	10,545,926.00	0.00	0.0%
Unsecured Roll		8612	576,351.00	583,259.00	583,701.26	583,259.00	0.00	0.0%
Prior Years' Taxes		8613	0.00	0.00	10,718.01	0.00	0.00	0.0%
Supplemental Taxes		8614	0.00	0.00	46,521.01	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	23,500.00	23,000.00	7,441.92	23,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			11,199,077.00	11,152,185.00	6,913,481.52	11,152,185.00	0.00	0.0%
TOTAL, REVENUES			11,307,559.00	11,253,264.00	6,967,166.10	11,253,264.00		
OTHER OUTGO (excluding Transfers of Indirect Costs)								
Debt Service								
Bond Redemptions		7433	5,539,019.00	5,739,019.00	5,739,019.20	5,739,019.00	0.00	0.0%
Bond Interest and Other Service Charges		7434	6,104,257.00	5,898,556.00	6,063,186.78	5,898,556.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			11,643,276.00	11,637,575.00	11,802,205.98	11,637,575.00	0.00	0.0%
TOTAL, EXPENDITURES			11,643,276.00	11,637,575.00	11,802,205.98	11,637,575.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT								
To: General Fund		7614	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.00	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	510,619.34	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	510,619.34	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.00	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	510,619.34	0.00		

<u>Resource</u>	<u>Description</u>	<u>2014/15 Projected Year Totals</u>
9010	Other Restricted Local	10,157,831.00
Total, Restricted Balance		<u>10,157,831.00</u>

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
A. REVENUES								
1) LCFF Sources		8010-8099	0.00	0.00	0.00	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.00	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.00	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	3,726,457.00	7,452,914.00	5,018.54	7,452,914.00	0.00	0.0%
5) TOTAL REVENUES			3,726,457.00	7,452,914.00	5,018.54	7,452,914.00		
B. EXPENSES								
1) Certificated Salaries		1000-1999	0.00	0.00	0.00	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.00	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.00	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.00	0.00	0.00	0.0%
5) Services and Other Operating Expenses		5000-5999	3,289,000.00	6,578,001.00	2,225,601.47	5,261,861.00	1,316,140.00	20.0%
6) Depreciation		6000-6999	0.00	0.00	0.00	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.00	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.00	0.00	0.00	0.0%
9) TOTAL EXPENSES			3,289,000.00	6,578,001.00	2,225,601.47	5,261,861.00		
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)								
			437,457.00	874,913.00	(2,220,582.93)	2,191,053.00		
D. OTHER FINANCING SOURCES/USES								
1) Interfund Transfers								
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.00	0.00	0.00	0.0%
2) Other Sources/Uses								
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.00	0.00	0.00	0.0%
4) TOTAL OTHER FINANCING SOURCES/USES			0.00	0.00	0.00	0.00		

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
E. NET INCREASE (DECREASE) IN NET POSITION (C + D4)			437,457.00	874,913.00	(2,220,582.93)	2,191,053.00		
F. NET POSITION								
1) Beginning Net Position								
a) As of July 1 - Unaudited		9791	7,637,921.00	7,335,238.00		7,335,238.00	0.00	0.0%
b) Audit Adjustments		9793	0.00	0.00		0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			7,637,921.00	7,335,238.00		7,335,238.00		
d) Other Restatements		9795	0.00	0.00		0.00	0.00	0.0%
e) Adjusted Beginning Net Position (F1c + F1d)			7,637,921.00	7,335,238.00		7,335,238.00		
2) Ending Net Position, June 30 (E + F1e)			8,075,378.00	8,210,151.00		9,526,291.00		
Components of Ending Net Position								
a) Net Investment in Capital Assets		9796	8,075,378.00	8,210,152.00		9,526,291.00		
b) Restricted Net Position		9797	0.00	0.00		0.00		
c) Unrestricted Net Position		9790	0.00	(1.00)		0.00		

2014-15 Second Interim
Retiree Benefit Fund
Revenues, Expenses and Changes in Net Position

Description	Resource Codes	Object Codes	Original Budget (A)	Board Approved Operating Budget (B)	Actuals To Date (C)	Projected Year Totals (D)	Difference (Col B & D) (E)	% Diff Column B & D (F)
OTHER LOCAL REVENUE								
Interest		8660	18,000.00	36,000.00	5,018.54	36,000.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts								
In-District Premiums/Contributions		8674	3,275,000.00	6,550,000.00	0.00	6,550,000.00	0.00	0.0%
Other Local Revenue								
All Other Local Revenue		8699	433,457.00	866,914.00	0.00	866,914.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			3,726,457.00	7,452,914.00	5,018.54	7,452,914.00	0.00	0.0%
TOTAL, REVENUES			3,726,457.00	7,452,914.00	5,018.54	7,452,914.00		
SERVICES AND OTHER OPERATING EXPENSES								
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	3,289,000.00	6,578,001.00	2,225,601.47	5,261,861.00	1,316,140.00	20.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENSES			3,289,000.00	6,578,001.00	2,225,601.47	5,261,861.00	1,316,140.00	20.0%
TOTAL, EXPENSES			3,289,000.00	6,578,001.00	2,225,601.47	5,261,861.00		
INTERFUND TRANSFERS								
INTERFUND TRANSFERS IN								
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.0%
OTHER SOURCES/USES								
SOURCES								
Other Sources								
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.0%
USES								
Transfers of Funds from Lapsed/Reorganized LEAs								
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS								
Contributions from Unrestricted Revenues								
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a + c - d + e)			0.00	0.00	0.00	0.00		

<u>Resource</u>	<u>Description</u>	<u>2014/15 Projected Year Totals</u>
	Total, Restricted Net Position	<u>0.00</u>

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the interim certification.

CRITERIA AND STANDARDS

1. CRITERION: Average Daily Attendance

STANDARD: Funded average daily attendance (ADA) for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since first interim projections.

District's ADA Standard Percentage Range:

1A. Calculating the District's ADA Variances

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column for all fiscal years. Second Interim Projected Year Totals data should be entered for all fiscal years.

Fiscal Year	LCFF Revenue (Funded) ADA		Percent Change	Status
	First Interim	Second Interim		
	Projected Year Totals (Form 01CSI, Item 1A)	Projected Year Totals		
Current Year (2014-15)	16,362.05	16,396.87	0.2%	Met
1st Subsequent Year (2015-16)	16,362.05	16,396.87	0.2%	Met
2nd Subsequent Year (2016-17)	16,362.05	16,396.87	0.2%	Met

1B. Comparison of District ADA to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Funded ADA has not changed since first interim projections by more than two percent in any of the current year or two subsequent fiscal years.

Explanation:
(required if NOT met)

2. CRITERION: Enrollment

STANDARD: Projected enrollment for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since first interim projections.

District's Enrollment Standard Percentage Range: -2.0% to +2.0%

2A. Calculating the District's Enrollment Variances

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column for all fiscal years. Enter data in the second column for all fiscal years.

Fiscal Year	Enrollment		Percent Change	Status
	First Interim (Form 01CSI, Item 2A)	Second Interim CBEDS/Projected		
Current Year (2014-15)	16,983	16,802	-1.1%	Met
1st Subsequent Year (2015-16)	16,983	16,802	-1.1%	Met
2nd Subsequent Year (2016-17)	16,983	16,802	-1.1%	Met

2B. Comparison of District Enrollment to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Enrollment projections have not changed since first interim projections by more than two percent for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

3. CRITERION: ADA to Enrollment

STANDARD: Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the current fiscal year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

3A. Calculating the District's ADA to Enrollment Standard

DATA ENTRY: Unaudited Actuals data that exist will be extracted into the P-2 ADA column for the First Prior Year; otherwise, enter First Prior Year data. P-2 ADA for the second and third prior years are preloaded. First Interim data that exist will be extracted into the Enrollment column; otherwise, enter Enrollment data for all fiscal years.

Fiscal Year	P-2 ADA Unaudited Actuals (Form A, Lines 3, 6, and 25) (Form A, Lines A4, C1, and C2e)	Enrollment CBEDS Actual (Form 01CSI, Item 3A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2011-12)	15,580	16,119	96.7%
Second Prior Year (2012-13)	15,827	16,533	95.7%
First Prior Year (2013-14)	16,328	16,771	97.4%
		Historical Average Ratio:	96.6%
		District's ADA to Enrollment Standard (historical average ratio plus 0.5%):	97.1%

3B. Calculating the District's Projected Ratio of ADA to Enrollment

DATA ENTRY: If Form MYPI exists, Estimated P-2 ADA data for the two subsequent years will be extracted; if not, enter Estimated P-2 ADA data in the first column. All other data are extracted.

Fiscal Year	Estimated P-2 ADA (Form AI, Lines A4, C1, and C2e) (Form MYPI, Line F2)	Enrollment CBEDS/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Current Year (2014-15)	16,397	16,802	97.6%	Not Met
1st Subsequent Year (2015-16)	16,397	16,802	97.6%	Not Met
2nd Subsequent Year (2016-17)	16,397	16,802	97.6%	Not Met

3C. Comparison of District ADA to Enrollment Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Projected P-2 ADA to enrollment ratio exceeds the standard in any of the current year or two subsequent fiscal years. Provide reasons why the projected ratio exceeds the district's historical average ratio by more than 0.5%.

Explanation:
(required if NOT met)

District has worked very hard in ensuring student attendance improvements. FY 2012/13 had a lower ratio, bringing down the over all ratio, due to a difficult flu season. District feels that the estimated P2 ADA and ADA to Enrollment ratio are a fair representation of student attendance.

4. CRITERION: LCFF Revenue

STANDARD: Projected LCFF revenue for any of the current fiscal year or two subsequent fiscal years has not changed by more than two percent since first interim projections.

District's LCFF Revenue Standard Percentage Range: -2.0% to +2.0%

4A. Calculating the District's Projected Change in LCFF Revenue

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column. In the Second Interim column, Current Year data are extracted; enter data for the two subsequent years.

Fiscal Year	LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)		Percent Change	Status
	First Interim (Form 01CSI, Item 4A)	Second Interim Projected Year Totals		
	Current Year (2014-15)	125,951,694.00		
1st Subsequent Year (2015-16)	135,276,664.00	140,074,068.00	3.5%	Not Met
2nd Subsequent Year (2016-17)	145,296,316.00	148,036,028.00	1.9%	Met

4B. Comparison of District LCFF Revenue to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. **STANDARD NOT MET** - Projected LCFF revenue has changed since first interim projections by more than two percent in any of the current year or two subsequent fiscal years. Provide reasons why the change(s) exceed the standard and a description of the methods and assumptions used in projecting LCFF revenue.

Explanation:
(required if NOT met)

Updated GAP percentages applied to 2nd Interim 2015/16

5. CRITERION: Salaries and Benefits

STANDARD: Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the current fiscal year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

It is likely that for many districts the 2014-15 and 2015-16 change from the historical average ratio will exceed the standard because certain revenues that were restricted prior to the LCFF are now unrestricted within the LCFF.

5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: Unaudited Actuals data that exist for the First Prior Year will be extracted; otherwise, enter data for the First Prior Year. Unaudited Actuals data for the second and third prior years are preloaded.

Fiscal Year	Unaudited Actuals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
	Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	
Third Prior Year (2011-12)	74,712,883.59	81,274,917.69	91.9%
Second Prior Year (2012-13)	75,008,350.18	85,631,661.05	87.6%
First Prior Year (2013-14)	86,059,953.20	100,027,350.22	86.0%
Historical Average Ratio:			88.5%

	Current Year (2014-15)	1st Subsequent Year (2015-16)	2nd Subsequent Year (2016-17)
District's Reserve Standard Percentage (Criterion 10B, Line 4)	3.0%	3.0%	3.0%
District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	85.5% to 91.5%	85.5% to 91.5%	85.5% to 91.5%

5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: If Form MYPI exists, Projected Year Totals data for the two subsequent years will be extracted; if not, enter Projected Year Totals data. Projected Year Totals data for Current Year are extracted.

Fiscal Year	Projected Year Totals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
	Salaries and Benefits (Form 011, Objects 1000-3999) (Form MYPI, Lines B1-B3)	Total Expenditures (Form 011, Objects 1000-7499) (Form MYPI, Lines B1-B8, B10)		
Current Year (2014-15)	99,208,898.00	120,146,541.00	82.6%	Not Met
1st Subsequent Year (2015-16)	107,681,365.00	127,809,484.00	84.3%	Not Met
2nd Subsequent Year (2016-17)	111,008,729.00	131,591,653.00	84.4%	Not Met

5C. Comparison of District Salaries and Benefits Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. **STANDARD NOT MET** - Projected ratio of unrestricted salary and benefit costs to total unrestricted expenditures has changed by more than the standard in any of the current year or two subsequent fiscal years. Provide reasons why the change(s) exceed the standard and a description of the methods and assumptions used in projecting salaries and benefits.

Explanation:
(required if NOT met)

Services to students has increased in both salaries and over all expenditures. In prior years expenditures outside of salaries were lower due to having less financial resources. With LCFF, and the growth in funding the prior year expenditure percentages are less relevant to current year ratios.

6. CRITERION: Other Revenues and Expenditures

STANDARD: Projected operating revenues (including federal, other state and other local) or expenditures (including books and supplies, and services and other operating), for any of the current fiscal year or two subsequent fiscal years, have not changed by more than five percent since first interim projections.

Changes that exceed five percent in any major object category must be explained.

District's Other Revenues and Expenditures Standard Percentage Range:	-5.0% to +5.0%
District's Other Revenues and Expenditures Explanation Percentage Range:	-5.0% to +5.0%

6A. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column. Second Interim data for the Current Year are extracted. If Second Interim Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the second column.

Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	First Interim Projected Year Totals (Form 01CSI, Item 6A)	Second Interim Projected Year Totals (Fund 01) (Form MYPI)	Percent Change	Change Is Outside Explanation Range
Federal Revenue (Fund 01, Objects 8100-8299) (Form MYPI, Line A2)				
Current Year (2014-15)	18,110,293.00	18,113,267.00	0.0%	No
1st Subsequent Year (2015-16)	14,064,788.00	14,552,528.00	3.5%	No
2nd Subsequent Year (2016-17)	14,064,788.00	10,552,528.00	-25.0%	Yes

Explanation:
(required if Yes)

Current year includes \$4.8M carryover, the bulk being in the MSAP grant. It is anticipated that Federal revenues will stay flat, 15/16 does not recognize any carryover and 2016/17 recognizes the end of the MSAP grant.

Other State Revenue (Fund 01, Objects 8300-8599) (Form MYPI, Line A3)				
Current Year (2014-15)	12,156,926.00	12,223,944.00	0.6%	No
1st Subsequent Year (2015-16)	7,472,444.00	10,488,152.00	40.4%	Yes
2nd Subsequent Year (2016-17)	7,472,444.00	7,420,754.00	-0.7%	No

Explanation:
(required if Yes)

Current year includes QEIA funding. 2015/16 estimate have increased over 1st Interim review due to addition of 1x Mandate funding at \$180/ADA

Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYPI, Line A4)				
Current Year (2014-15)	9,131,500.00	9,950,476.00	9.0%	Yes
1st Subsequent Year (2015-16)	8,672,500.00	10,015,915.00	15.5%	Yes
2nd Subsequent Year (2016-17)	8,672,500.00	10,198,950.00	17.6%	Yes

Explanation:
(required if Yes)

Current year variance due to actual revenues received. Out year variance recognizes COLA to SpEd pass through funding.

Books and Supplies (Fund 01, Objects 4000-4999) (Form MYPI, Line B4)				
Current Year (2014-15)	17,262,494.00	18,595,444.00	7.7%	Yes
1st Subsequent Year (2015-16)	15,332,131.00	12,432,373.00	-18.9%	Yes
2nd Subsequent Year (2016-17)	15,746,098.00	10,955,497.00	-30.4%	Yes

Explanation:
(required if Yes)

Current year recognizes the reallocation of Site funds and other 1x expenditures. Expenditure variance in out years recognizes loss in out year revenues and carryover

Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYPI, Line B5)				
Current Year (2014-15)	21,308,967.00	21,951,004.00	3.0%	No
1st Subsequent Year (2015-16)	20,269,299.00	20,489,880.00	1.1%	No
2nd Subsequent Year (2016-17)	20,816,571.00	19,768,791.00	-5.0%	No

Explanation:
(required if Yes)

6B. Calculating the District's Change in Total Operating Revenues and Expenditures

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	First Interim Projected Year Totals	Second Interim Projected Year Totals	Percent Change	Status
Total Federal, Other State, and Other Local Revenue (Section 6A)				
Current Year (2014-15)	39,398,719.00	40,287,687.00	2.3%	Met
1st Subsequent Year (2015-16)	30,209,732.00	35,056,595.00	16.0%	Not Met
2nd Subsequent Year (2016-17)	30,209,732.00	28,172,232.00	-6.7%	Not Met
Total Books and Supplies, and Services and Other Operating Expenditures (Section 6A)				
Current Year (2014-15)	38,571,461.00	40,546,448.00	5.1%	Not Met
1st Subsequent Year (2015-16)	35,601,430.00	32,922,253.00	-7.5%	Not Met
2nd Subsequent Year (2016-17)	36,562,669.00	30,724,288.00	-16.0%	Not Met

6C. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range

DATA ENTRY: Explanations are linked from Section 6A if the status in Section 6B is Not Met; no entry is allowed below.

- 1a. STANDARD NOT MET - One or more projected operating revenue have changed since first interim projections by more than the standard in one or more of the current year or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation:
Federal Revenue
(linked from 6A
if NOT met)

Current year includes \$4.8M carryover, the bulk being in the MSAP grant. It is anticipated that Federal revenues will stay flat. 15/16 does not recognize any carryover and 2016/17 recognizes the end of the MSAP grant.

Explanation:
Other State Revenue
(linked from 6A
if NOT met)

Current year includes QEIA funding. 2015/16 estimate have increased over 1st Interim review due to addition of 1x Mandate funding at \$180/ADA

Explanation:
Other Local Revenue
(linked from 6A
if NOT met)

Current year variance due to actual revenues received. Out year variance recognizes COLA to SpEd pass through funding.

- 1b. STANDARD NOT MET - One or more total operating expenditures have changed since first interim projections by more than the standard in one or more of the current year or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation:
Books and Supplies
(linked from 6A
if NOT met)

Current year recognizes the reallocation of Site funds and other 1x expenditures. Expenditure variance in out years recognizes loss in out year revenues and carryover

Explanation:
Services and Other Exps
(linked from 6A
if NOT met)

7. CRITERION: Facilities Maintenance

STANDARD: Identify changes that have occurred since budget adoption in the projected contributions for facilities maintenance funding as required pursuant to Education Code Section 17070.75, or in how the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 as modified by Section 17070.766 and amended by SB 70 (Chapter 7, Statutes of 2011), effective 2008-09 through 2014-15 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)

NOTE: SB 70 (Chapter 7, Statutes of 2011) extends EC Section 17070.766 from 2008-09 through 2014-15. EC Section 17070.766 reduced the contributions required by EC Section 17070.75 from 3 percent to 1 percent. Therefore, the calculation in this section has been revised accordingly for that period.

DATA ENTRY: Budget Adoption and First Interim data that exist will be extracted; otherwise, enter Budget Adoption and First Interim data into lines 1 and 2 as applicable. All other data are extracted.

	Budget Adoption 1% Required Minimum Contribution (Form 01CSI, Item 7, Line 1)	Second Interim Contribution Projected Year Totals (Fund 01, Resource 8150, Objects 8900-8999)	Status
1. OMMA/RMA Contribution	1,561,328.52	4,683,986.00	Met
2. First Interim Contribution (information only) (Form 01CSI, First Interim, Criterion 7, Line 1)		4,683,986.00	

If status is not met, enter an X in the box that best describes why the minimum required contribution was not made:

- Not applicable (district does not participate in the Leroy F. Green School Facilities Act of 1998)
- Exempt (due to district's small size [EC Section 17070.75 (b)(2)(D)])
- Other (explanation must be provided)

Explanation:
(required if NOT met
and Other is marked)

8. CRITERION: Deficit Spending

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves¹ as a percentage of total expenditures and other financing uses² in any of the current fiscal year or two subsequent fiscal years.

¹Available reserves are the unrestricted amounts in the Reserve for Economic Uncertainties and the Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

²A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

8A. Calculating the District's Deficit Spending Standard Percentage Levels

DATA ENTRY: All data are extracted or calculated.

	Current Year (2014-15)	1st Subsequent Year (2015-16)	2nd Subsequent Year (2016-17)
District's Available Reserve Percentages (Criterion 10C, Line 9)	3.0%	7.4%	9.0%
District's Deficit Spending Standard Percentage Levels (one-third of available reserve percentage):	1.0%	2.5%	3.0%

8B. Calculating the District's Deficit Spending Percentages

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years into the first and second columns.

Fiscal Year	Projected Year Totals			Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
	Net Change in Unrestricted Fund Balance (Form 011, Section E) (Form MYPI, Line C)	Total Unrestricted Expenditures and Other Financing Uses (Form 011, Objects 1000-7999) (Form MYPI, Line B11)			
Current Year (2014-15)	(4,722,325.00)	121,187,419.00		3.9%	Not Met
1st Subsequent Year (2015-16)	2,865,640.00	128,759,484.00		N/A	Met
2nd Subsequent Year (2016-17)	2,779,616.00	132,541,653.00		N/A	Met

8C. Comparison of District Deficit Spending to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Unrestricted deficit spending has exceeded the standard percentage level in any of the current year or two subsequent fiscal years. Provide reasons for the deficit spending, a description of the methods and assumptions used in balancing the unrestricted budget, and what changes will be made to ensure that the budget deficits are eliminated or are balanced within the standard.

Explanation:
(required if NOT met)

District's decision to reconfigure to a full school choice model and convert some sites to K-8 and Jr. Highs to middle schools has created 1x costs as well as on-going new positions.

9. CRITERION: Fund and Cash Balances

A. FUND BALANCE STANDARD: Projected general fund balance will be positive at the end of the current fiscal year and two subsequent fiscal years.

9A-1. Determining if the District's General Fund Ending Balance is Positive

DATA ENTRY: Current Year data are extracted. If Form MYPI exists, data for the two subsequent years will be extracted; if not, enter data for the two subsequent years.

Fiscal Year	Ending Fund Balance General Fund Projected Year Totals (Form 011, Line F2) (Form MYPI, Line D2)	Status
Current Year (2014-15)	13,204,084.00	Met
1st Subsequent Year (2015-16)	15,052,435.00	Met
2nd Subsequent Year (2016-17)	17,832,051.00	Met

9A-2. Comparison of the District's Ending Fund Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Projected general fund ending balance is positive for the current fiscal year and two subsequent fiscal years.

Explanation:
(required if NOT met)

B. CASH BALANCE STANDARD: Projected general fund cash balance will be positive at the end of the current fiscal year.

9B-1. Determining if the District's Ending Cash Balance is Positive

DATA ENTRY: If Form CASH exists, data will be extracted; if not, data must be entered below.

Fiscal Year	Ending Cash Balance General Fund (Form CASH, Line F, June Column)	Status
Current Year (2014-15)	24,700,636.00	Met

9B-2. Comparison of the District's Ending Cash Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Projected general fund cash balance will be positive at the end of the current fiscal year.

Explanation:
(required if NOT met)

10. CRITERION: Reserves

STANDARD: Available reserves¹ for any of the current fiscal year or two subsequent fiscal years are not less than the following percentages or amounts² as applied to total expenditures and other financing uses³:

Percentage Level	District ADA		
5% or \$64,000 (greater of)	0	to	300
4% or \$64,000 (greater of)	301	to	1,000
3%	1,001	to	30,000
2%	30,001	to	400,000
1%	400,001	and	over

¹ Available reserves are the unrestricted amounts in the Reserve for Economic Uncertainties and the Unassigned/Unappropriated accounts in the General Fund and Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

² Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment (Education Code Section 42238), rounded to the nearest thousand.

³ A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Current Year (2014-15)	1st Subsequent Year (2015-16)	2nd Subsequent Year (2016-17)
District Estimated P-2 ADA (Criterion 3, Item 3B)	16,397	16,397	16,397
District's Reserve Standard Percentage Level:	3%	3%	3%

10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)

DATA ENTRY: For SELPA AUs, if Form MYPI exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1 and, if Yes, enter data for item 2a and for the two subsequent years in item 2b; Current Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYPI, Lines F1a, F1b1, and F1b2):

- Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?
- If you are the SELPA AU and are excluding special education pass-through funds:
 - Enter the name(s) of the SELPA(s):

Yes

	Current Year Projected Year Totals (2014-15)	1st Subsequent Year (2015-16)	2nd Subsequent Year (2016-17)
b. Special Education Pass-through Funds (Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223)	0.00		

10B. Calculating the District's Reserve Standard

DATA ENTRY: If Form MYPI exists, all data will be extracted or calculated. If not, enter data for line 1 for the two subsequent years; Current Year data are extracted.

	Current Year Projected Year Totals (2014-15)	1st Subsequent Year (2015-16)	2nd Subsequent Year (2016-17)
1. Expenditures and Other Financing Uses (Form 011, objects 1000-7999) (Form MYPI, Line B11)	174,597,053.00	173,282,312.00	173,428,644.00
2. Plus: Special Education Pass-through (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)			
3. Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	174,597,053.00	173,282,312.00	173,428,644.00
4. Reserve Standard Percentage Level	3%	3%	3%
5. Reserve Standard - by Percent (Line B3 times Line B4)	5,237,911.59	5,198,469.36	5,202,859.32
6. Reserve Standard - by Amount (\$64,000 for districts with less than 1,001 ADA, else 0)	0.00	0.00	0.00
7. District's Reserve Standard (Greater of Line B5 or Line B6)	5,237,911.59	5,198,469.36	5,202,859.32

10C. Calculating the District's Available Reserve Amount

DATA ENTRY: All data are extracted from fund data and Form MYPI. If Form MYPI does not exist, enter data for the two subsequent years.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4)	Current Year Projected Year Totals (2014-15)	1st Subsequent Year (2015-16)	2nd Subsequent Year (2016-17)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYPI, Line E1a)	0.00		
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYPI, Line E1b)	5,237,912.00	5,198,470.00	5,202,860.00
3. General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYPI, Line E1c)	0.00	7,663,965.00	10,439,191.00
4. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYPI, Line E1d)	0.00	0.00	0.00
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYPI, Line E2a)	0.00		
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYPI, Line E2b)	0.00		
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYPI, Line E2c)	0.00		
8. District's Available Reserve Amount (Lines C1 thru C7)	5,237,912.00	12,862,435.00	15,642,051.00
9. District's Available Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	3.00%	7.42%	9.02%
District's Reserve Standard (Section 10B, Line 7):	5,237,911.59	5,198,469.36	5,202,859.32
Status:	Met	Met	Met

10D. Comparison of District Reserve Amount to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Available reserves have met the standard for the current year and two subsequent fiscal years.

Explanation:
(required if NOT met)

SUPPLEMENTAL INFORMATION

DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

S1. Contingent Liabilities

1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that have occurred since first interim projections that may impact the budget?

1b. If Yes, identify the liabilities and how they may impact the budget:

S2. Use of One-time Revenues for Ongoing Expenditures

1a. Does your district have ongoing general fund expenditures funded with one-time revenues that have changed since first interim projections by more than five percent?

1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

S3. Temporary Interfund Borrowings

1a. Does your district have projected temporary borrowings between funds?
(Refer to Education Code Section 42603)

1b. If Yes, identify the interfund borrowings:

S4. Contingent Revenues

1a. Does your district have projected revenues for the current fiscal year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?

1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

S5. Contributions

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if contributions have changed by more than \$20,000 and more than five percent since first interim projections.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the current fiscal year and two subsequent fiscal years. Provide an explanation if transfers have changed by more than \$20,000 and more than five percent since first interim projections.

Identify capital project cost overruns that have occurred since first interim projections that may impact the general fund budget.

District's Contributions and Transfers Standard: -5.0% to +5.0%
or -\$20,000 to +\$20,000

S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund

DATA ENTRY: First Interim data that exist will be extracted; otherwise, enter data into the first column. For Contributions, the Second Interim's Current Year data will be extracted. Enter Second Interim Contributions for the 1st and 2nd Subsequent Years. For Transfers In and Transfers Out, if Form MYP exists, the data will be extracted into the Second Interim column for the Current Year, and 1st and 2nd Subsequent Years. If Form MYP does not exist, enter data in the Current Year, and 1st and 2nd Subsequent Years. Click on the appropriate button for Item 1d; all other data will be calculated.

Description / Fiscal Year	First Interim (Form 01CSI, Item S5A)	Second Interim Projected Year Totals	Percent Change	Amount of Change	Status
1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)					
Current Year (2014-15)	(13,851,828.00)	(14,895,770.00)	7.5%	1,043,942.00	Not Met
1st Subsequent Year (2015-16)	(15,343,317.00)	(19,784,958.00)	28.9%	4,441,641.00	Not Met
2nd Subsequent Year (2016-17)	(19,281,055.00)	(18,399,679.00)	-4.6%	(881,376.00)	Met
1b. Transfers In, General Fund *					
Current Year (2014-15)	0.00	102.00	New	102.00	Not Met
1st Subsequent Year (2015-16)	0.00	0.00	0.0%	0.00	Met
2nd Subsequent Year (2016-17)	0.00	0.00	0.0%	0.00	Met
1c. Transfers Out, General Fund *					
Current Year (2014-15)	955,249.00	1,040,878.00	9.0%	85,629.00	Not Met
1st Subsequent Year (2015-16)	2,059,000.00	950,000.00	-53.9%	(1,109,000.00)	Not Met
2nd Subsequent Year (2016-17)	2,059,000.00	950,000.00	-53.9%	(1,109,000.00)	Not Met

1d. Capital Project Cost Overruns

Have capital project cost overruns occurred since first interim projections that may impact the general fund operational budget?

No

* Include transfers used to cover operating deficits in either the general fund or any other fund.

S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for Item 1d.

1a. NOT MET - The projected contributions from the unrestricted general fund to restricted general fund programs have changed since first interim projections by more than the standard for any of the current year or subsequent two fiscal years. Identify restricted programs and contribution amount for each program and whether contributions are ongoing or one-time in nature. Explain the district's plan, with timeframes, for reducing or eliminating the contribution.

Explanation:
(required if NOT met)

Salary agreements have increased the General Fund contribution from one period to the next. In the out years contributions increase reflect less resources due to loss in federal revenue.

1b. NOT MET - The projected transfers in to the general fund have changed since first interim projections by more than the standard for any of the current year or subsequent two fiscal years. Identify the amounts transferred, by fund, and whether transfers are ongoing or one-time in nature. If ongoing, explain the district's plan, with timeframes, for reducing or eliminating the transfers.

Explanation:
(required if NOT met)

Transfer In is a result of closing Fund 140

- 1c. NOT MET - The projected transfers out of the general fund have changed since first interim projections by more than the standard for any of the current year or subsequent two fiscal years. Identify the amounts transferred, by fund, and whether transfers are ongoing or one-time in nature. If ongoing, explain the district's plan, with timeframes, for reducing or eliminating the transfers.

Explanation:
(required if NOT met)

Current year transfers out reflect the increase of \$135K to newly established Fund 17 (iPad Insurance Reserve), and a slight increase to Fund 13 (Cafeteria). Transfers out in the out years represent \$950K to Fund 13, however, major change is that reserves for Math adoption in 1st Interim were set aside in Transfers out, in 2nd Interim they are shown in Assignments

- 1d. NO - There have been no capital project cost overruns occurring since first interim projections that may impact the general fund operational budget.

Project Information:
(required if YES)

S6. Long-term Commitments

Identify all existing and new multiyear commitments¹ and their annual required payment for the current fiscal year and two subsequent fiscal years.

Explain how any increase in annual payments will be funded. Also, explain how any decrease to funding sources used to pay long-term commitments will be replaced.

¹ Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

S6A. Identification of the District's Long-term Commitments

DATA ENTRY: If First Interim data exist (Form 01CSI, Item S6A), long-term commitment data will be extracted and it will only be necessary to click the appropriate button for Item 1b. Extracted data may be overwritten to update long-term commitment data in Item 2, as applicable. If no First Interim data exist, click the appropriate buttons for items 1a and 1b, and enter all other data, as applicable.

1. a. Does your district have long-term (multiyear) commitments?
(If No, skip items 1b and 2 and sections S6B and S6C) Yes
- b. If Yes to Item 1a, have new long-term (multiyear) commitments been incurred since first interim projections? No
2. If Yes to Item 1a, list (or update) all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in Item S7A.

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For:		Principal Balance as of July 1, 2014
		Funding Sources (Revenues)	Debt Service (Expenditures)	
Capital Leases	14		Fund 010	4,457,030
Certificates of Participation	13		Fund 25	4,600,800
General Obligation Bonds	29	Fund 21	Fund 51	148,033,139
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (do not include OPEB):

Type of Commitment	# of Years Remaining	Funding Sources (Revenues)	Debt Service (Expenditures)	Principal Balance as of July 1, 2014
TOTAL:				157,090,969

Type of Commitment (continued)	Prior Year (2013-14)	Current Year (2014-15)	1st Subsequent Year (2015-16)	2nd Subsequent Year (2016-17)
	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)
Capital Leases	352,729	339,180	356,349	392,270
Certificates of Participation	468,640	471,289	468,168	469,384
General Obligation Bonds	10,010,748	11,643,276	11,517,574	11,387,018
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (continued):

Type of Commitment	Prior Year (2013-14)	Current Year (2014-15)	1st Subsequent Year (2015-16)	2nd Subsequent Year (2016-17)
Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)	Annual Payment (P & I)
Total Annual Payments:	10,832,117	12,453,745	12,342,091	12,248,672
Has total annual payment increased over prior year (2013-14)?	Yes	Yes	Yes	Yes

S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment

DATA ENTRY: Enter an explanation if Yes.

- 1a. Yes - Annual payments for long-term commitments have increased in one or more of the current or two subsequent fiscal years. Explain how the increase in annual payments will be funded.

Explanation:
(Required if Yes
to increase in total
annual payments)

Reflects increase to required payments on Bond Issuance

S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments

DATA ENTRY: Click the appropriate Yes or No button in Item 1; if Yes, an explanation is required in Item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

No

2. No - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment.

Explanation:
(Required if Yes)

S7. Unfunded Liabilities

Identify any changes in estimates for unfunded liabilities since first interim projections, and indicate whether the changes are the result of a new actuarial valuation.

S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other Than Pensions (OPEB)

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. First Interim data that exist (Form 01CSI, Item S7A) will be extracted; otherwise, enter First Interim and Second Interim data in items 2-4.

1. a. Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 1b-4)

Yes

b. If Yes to Item 1a, have there been changes since first interim in OPEB liabilities?

No

c. If Yes to Item 1a, have there been changes since first interim in OPEB contributions?

No

2. OPEB Liabilities

a. OPEB actuarial accrued liability (AAL)

b. OPEB unfunded actuarial accrued liability (UAAL)

c. Are AAL and UAAL based on the district's estimate or an actuarial valuation?

d. If based on an actuarial valuation, indicate the date of the OPEB valuation.

	First Interim (Form 01CSI, Item S7A)	Second Interim
a.	64,082,923.00	64,082,923.00
b.	41,828,379.00	41,828,379.00
c.	Actuarial	Actuarial
d.	Oct 03, 2013	Oct 03, 2013

3. OPEB Contributions

a. OPEB annual required contribution (ARC) per actuarial valuation or Alternative Measurement Method

Current Year (2014-15)

1st Subsequent Year (2015-16)

2nd Subsequent Year (2016-17)

	First Interim (Form 01CSI, Item S7A)	Second Interim
Current Year (2014-15)	6,411,633.00	6,411,633.00
1st Subsequent Year (2015-16)	6,411,633.00	6,411,633.00
2nd Subsequent Year (2016-17)	6,411,633.00	6,411,633.00

b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund)

(Funds 01-70, objects 3701-3752)

Current Year (2014-15)

1st Subsequent Year (2015-16)

2nd Subsequent Year (2016-17)

Current Year (2014-15)	4,035,787.00	4,017,216.00
1st Subsequent Year (2015-16)	4,189,527.00	4,189,527.00
2nd Subsequent Year (2016-17)	4,189,527.00	4,189,527.00

c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)

Current Year (2014-15)

1st Subsequent Year (2015-16)

2nd Subsequent Year (2016-17)

Current Year (2014-15)	3,440,140.00	3,440,140.00
1st Subsequent Year (2015-16)	3,515,352.00	3,515,352.00
2nd Subsequent Year (2016-17)	3,722,587.00	3,722,587.00

d. Number of retirees receiving OPEB benefits

Current Year (2014-15)

1st Subsequent Year (2015-16)

2nd Subsequent Year (2016-17)

Current Year (2014-15)	277	277
1st Subsequent Year (2015-16)	277	277
2nd Subsequent Year (2016-17)	277	277

4. Comments:

S7B. Identification of the District's Unfunded Liability for Self-insurance Programs

DATA ENTRY: Click the appropriate button(s) for items 1a-1c, as applicable. First Interim data that exist (Form 01CSI, Item S7B) will be extracted; otherwise, enter First Interim and Second Interim data in items 2-4.

1. a. Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB; which is covered in Section S7A) (If No, skip items 1b-4)

No

b. If Yes to item 1a, have there been changes since first interim in self-insurance liabilities?

n/a

c. If Yes to item 1a, have there been changes since first interim in self-insurance contributions?

n/a

2. Self-Insurance Liabilities

- a. Accrued liability for self-insurance programs
- b. Unfunded liability for self-insurance programs

First Interim (Form 01CSI, Item S7B)	Second Interim

3. Self-Insurance Contributions

- a. Required contribution (funding) for self-insurance programs
 - Current Year (2014-15)
 - 1st Subsequent Year (2015-16)
 - 2nd Subsequent Year (2016-17)

First Interim (Form 01CSI, Item S7B)	Second Interim

- b. Amount contributed (funded) for self-insurance programs
 - Current Year (2014-15)
 - 1st Subsequent Year (2015-16)
 - 2nd Subsequent Year (2016-17)

4. Comments:

--

S8. Status of Labor Agreements

Analyze the status of employee labor agreements. Identify new labor agreements that have been ratified since first interim projections, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues and explain how these commitments will be funded in future fiscal years.

If salary and benefit negotiations are not finalized, upon settlement with certificated or classified staff:

The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards and may provide written comments to the president of the district governing board and superintendent.

S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Certificated Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Certificated Labor Agreements as of the Previous Reporting Period

Were all certificated labor negotiations settled as of first interim projections?

If Yes, complete number of FTEs, then skip to section S8B.

If No, continue with section S8A.

Certificated (Non-management) Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2013-14)	Current Year (2014-15)	1st Subsequent Year (2015-16)	2nd Subsequent Year (2016-17)
Number of certificated (non-management) full-time-equivalent (FTE) positions	789.4	887.4	893.4	893.4

1a. Have any salary and benefit negotiations been settled since first interim projections?

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled?

If Yes, complete questions 6 and 7.

Negotiations Settled Since First Interim Projections

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?

If Yes, date of budget revision board adoption:

4. Period covered by the agreement:

Begin Date:

End Date:

5. Salary settlement:

Current Year
(2014-15)

1st Subsequent Year
(2015-16)

2nd Subsequent Year
(2016-17)

Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?

No	No	No
----	----	----

One Year Agreement

Total cost of salary settlement

% change in salary schedule from prior year

or

Multiyear Agreement

Total cost of salary settlement

% change in salary schedule from prior year (may enter text, such as "Reopener")

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits 567,330

	Current Year (2014-15)	1st Subsequent Year (2015-16)	2nd Subsequent Year (2016-17)
7. Amount included for any tentative salary schedule increases	0	0	0

Certificated (Non-management) Health and Welfare (H&W) Benefits

- Are costs of H&W benefit changes included in the interim and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

	Current Year (2014-15)	1st Subsequent Year (2015-16)	2nd Subsequent Year (2016-17)
	Yes	Yes	Yes
	14,484	14,484	14,484
	OEA Capped \$12,000/yr	OEA Capped \$12,000/yr	OEA Capped \$12,000/yr
	0.0%	0.0%	0.0%

Certificated (Non-management) Prior Year Settlements Negotiated Since First Interim Projections

Are any new costs negotiated since first interim projections for prior year settlements included in the interim?

No		
----	--	--

If Yes, amount of new costs included in the interim and MYPs
If Yes, explain the nature of the new costs:

Certificated (Non-management) Step and Column Adjustments

- Are step & column adjustments included in the interim and MYPs?
- Cost of step & column adjustments
- Percent change in step & column over prior year

	Current Year (2014-15)	1st Subsequent Year (2015-16)	2nd Subsequent Year (2016-17)
	Yes	Yes	Yes
		919,601	1,136,616
		1.3%	1.8%

Certificated (Non-management) Attrition (layoffs and retirements)

- Are savings from attrition included in the budget and MYPs?
- Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?

	Current Year (2014-15)	1st Subsequent Year (2015-16)	2nd Subsequent Year (2016-17)

Certificated (Non-management) - Other

List other significant contract changes that have occurred since first interim projections and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Classified Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Classified Labor Agreements as of the Previous Reporting Period

Were all classified labor negotiations settled as of first interim projections?

If Yes, complete number of FTEs, then skip to section S8C.

If No, continue with section S8B.

Classified (Non-management) Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2013-14)	Current Year (2014-15)	1st Subsequent Year (2015-16)	2nd Subsequent Year (2016-17)
Number of classified (non-management) FTE positions	603.4	611.2	611.2	611.2

1a. Have any salary and benefit negotiations been settled since first interim projections?

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, complete questions 6 and 7.

1b. Are any salary and benefit negotiations still unsettled?

If Yes, complete questions 6 and 7.

Negotiations Settled Since First Interim Projections

2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

2b. Per Government Code Section 3547.5(b), was the collective bargaining agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the collective bargaining agreement?

If Yes, date of budget revision board adoption:

4. Period covered by the agreement:

Begin Date:

End Date:

5. Salary settlement:

Current Year
(2014-15)

1st Subsequent Year
(2015-16)

2nd Subsequent Year
(2016-17)

Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?

--	--	--

One Year Agreement

Total cost of salary settlement

--	--	--

% change in salary schedule from prior year
or

--	--	--

Multiyear Agreement

Total cost of salary settlement

--	--	--

% change in salary schedule from prior year
(may enter text, such as "Reopener")

--	--	--

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

7. Amount included for any tentative salary schedule increases

	Current Year (2014-15)	1st Subsequent Year (2015-16)	2nd Subsequent Year (2016-17)
	0	0	0

Classified (Non-management) Health and Welfare (H&W) Benefits

1. Are costs of H&W benefit changes included in the interim and MYPs?
2. Total cost of H&W benefits
3. Percent of H&W cost paid by employer
4. Percent projected change in H&W cost over prior year

Current Year (2014-15)	1st Subsequent Year (2015-16)	2nd Subsequent Year (2016-17)
Yes	Yes	Yes
14,484	14,484	14,484
Capped at \$10,000/yr	Capped at \$10,000/yr	Capped at \$10,000/yr
0.0%	0.0%	0.0%

Classified (Non-management) Prior Year Settlements Negotiated Since First Interim

Are any new costs negotiated since first interim for prior year settlements included in the interim?

- If Yes, amount of new costs included in the interim and MYPs
If Yes, explain the nature of the new costs:

No		
----	--	--

--

Classified (Non-management) Step and Column Adjustments

1. Are step & column adjustments included in the interim and MYPs?
2. Cost of step & column adjustments
3. Percent change in step & column over prior year

Current Year (2014-15)	1st Subsequent Year (2015-16)	2nd Subsequent Year (2016-17)
Yes	Yes	Yes
	202,311	205,892
	1.2%	1.2%

Classified (Non-management) Attrition (layoffs and retirements)

1. Are savings from attrition included in the interim and MYPs?
2. Are additional H&W benefits for those laid-off or retired employees included in the interim and MYPs?

Current Year (2014-15)	1st Subsequent Year (2015-16)	2nd Subsequent Year (2016-17)

Classified (Non-management) - Other

List other significant contract changes that have occurred since first interim and the cost impact of each (i.e., hours of employment, leave of absence, bonuses, etc.):

S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees

DATA ENTRY: Click the appropriate Yes or No button for "Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period." There are no extractions in this section.

Status of Management/Supervisor/Confidential Labor Agreements as of the Previous Reporting Period

Were all managerial/confidential labor negotiations settled as of first interim projections?
 If Yes or n/a, complete number of FTEs, then skip to S9.
 If No, continue with section S8C.

Management/Supervisor/Confidential Salary and Benefit Negotiations

	Prior Year (2nd Interim) (2013-14)	Current Year (2014-15)	1st Subsequent Year (2015-16)	2nd Subsequent Year (2016-17)
Number of management, supervisor, and confidential FTE positions	68.7	78.0	80.0	80.0

1a. Have any salary and benefit negotiations been settled since first interim projections?
 If Yes, complete question 2.
 If No, complete questions 3 and 4.

1b. Are any salary and benefit negotiations still unsettled?
 If Yes, complete questions 3 and 4.

Negotiations Settled Since First Interim Projections

2. Salary settlement:

	Current Year (2014-15)	1st Subsequent Year (2015-16)	2nd Subsequent Year (2016-17)
Is the cost of salary settlement included in the interim and multiyear projections (MYPs)?			
Total cost of salary settlement			
Change in salary schedule from prior year (may enter text, such as "Reopener")			

Negotiations Not Settled

3. Cost of a one percent increase in salary and statutory benefits

	Current Year (2014-15)	1st Subsequent Year (2015-16)	2nd Subsequent Year (2016-17)
4. Amount included for any tentative salary schedule increases	0	0	0

Management/Supervisor/Confidential Health and Welfare (H&W) Benefits

	Current Year (2014-15)	1st Subsequent Year (2015-16)	2nd Subsequent Year (2016-17)
1. Are costs of H&W benefit changes included in the interim and MYPs?	Yes	Yes	Yes
2. Total cost of H&W benefits	14,484	14,484	14,484
3. Percent of H&W cost paid by employer	Capped @ \$9,582	Capped at \$9582	Capped @ \$9,582
4. Percent projected change in H&W cost over prior year	0.0%	0.0%	0.0%

Management/Supervisor/Confidential Step and Column Adjustments

	Current Year (2014-15)	1st Subsequent Year (2015-16)	2nd Subsequent Year (2016-17)
1. Are step & column adjustments included in the budget and MYPs?	Yes	Yes	Yes
2. Cost of step & column adjustments			
3. Percent change in step and column over prior year			

Management/Supervisor/Confidential Other Benefits (mileage, bonuses, etc.)

	Current Year (2014-15)	1st Subsequent Year (2015-16)	2nd Subsequent Year (2016-17)
1. Are costs of other benefits included in the interim and MYPs?	Yes	Yes	Yes
2. Total cost of other benefits		22,739	27,000
3. Percent change in cost of other benefits over prior year		0.3%	0.4%

S9. Status of Other Funds

Analyze the status of other funds that may have negative fund balances at the end of the current fiscal year. If any other fund has a projected negative fund balance, prepare an interim report and multiyear projection for that fund. Explain plans for how and when the negative fund balance will be addressed.

S9A. Identification of Other Funds with Negative Ending Fund Balances

DATA ENTRY: Click the appropriate button in Item 1. If Yes, enter data in Item 2 and provide the reports referenced in Item 1.

1. Are any funds other than the general fund projected to have a negative fund balance at the end of the current fiscal year?

If Yes, prepare and submit to the reviewing agency a report of revenues, expenditures, and changes in fund balance (e.g., an interim fund report) and a multiyear projection report for each fund.

2. If Yes, identify each fund, by name and number, that is projected to have a negative ending fund balance for the current fiscal year. Provide reasons for the negative balance(s) and explain the plan for how and when the problem(s) will be corrected.

ADDITIONAL FISCAL INDICATORS

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review.

DATA ENTRY: Click the appropriate Yes or No button for items A2 through A9; Item A1 is automatically completed based on data from Criterion 9.

- A1. Do cash flow projections show that the district will end the current fiscal year with a negative cash balance in the general fund? (Data from Criterion 9B-1, Cash Balance, are used to determine Yes or No)
- A2. Is the system of personnel position control independent from the payroll system?
- A3. Is enrollment decreasing in both the prior and current fiscal years?
- A4. Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior or current fiscal year?
- A5. Has the district entered into a bargaining agreement where any of the current or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?
- A6. Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?
- A7. Is the district's financial system independent of the county office system?
- A8. Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education.)
- A9. Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments:
(optional)

A6 - Grandfathered in qualified retiree's receive uncapped employer paid health benefits to age 69

End of School District Second Interim Criteria and Standards Review

Future Years Projections Data Worksheet

District: Oxnard School District

Reporting Period: 2014/15 2nd Interim

Fiscal Year 2015/16

Fiscal Year 2016/17

LCFF ADA: 16,397

LCFF ADA: 16,397

Projected COLA: 1.58%

Projected COLA: 2.10%

LCFF Target Funding Rate: 32.19%

LCFF Target Funding Rate: 11.0%

Unrestricted Lottery amount / ADA: \$128.00

Unrestricted Lottery amount / ADA: \$128.00

Change in Staffing:
\$(89,300)

Change in Staffing:
\$0.00

Total Compensation Increase 5%

Total Compensation Increase 0%

Step & Column only \$857,967

Step & Column only \$1,162.922

Salary Increases \$5,490,406

Changes in Health Benefits: 0%

Changes in Health Benefits: 0%

CPI: 2.10%

CPI: 2.50%

Other factors affecting expenditures and the fiscal year(s) they pertain to:

Health benefits have a hard cap. No change anticipated.

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2015-16 Projection (C)	% Change (Cols. E-C/C) (D)	2016-17 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	125,832,922.00	11.32%	140,074,068.00	5.68%	148,036,028.00
2. Federal Revenues	8100-8299	350,000.00	0.00%	350,000.00	0.00%	350,000.00
3. Other State Revenues	8300-8599	3,807,709.00	49.33%	5,686,014.00	-52.11%	2,723,237.00
4. Other Local Revenues	8600-8799	1,370,131.00	-5.12%	1,300,000.00	0.00%	1,300,000.00
5. Other Financing Sources						
a. Transfers In	8900-8929	102.00	-100.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	(14,895,770.00)	5.97%	(15,784,958.00)	8.25%	(17,087,996.00)
6. Total (Sum lines A1 thru A5c)		116,465,094.00	13.02%	131,625,124.00	2.81%	135,321,269.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				58,916,908.00		64,074,177.00
b. Step & Column Adjustment				736,287.00		903,966.00
c. Cost-of-Living Adjustment				4,507,282.00		0.00
d. Other Adjustments				(86,300.00)		
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	58,916,908.00	8.75%	64,074,177.00	1.41%	64,978,143.00
2. Classified Salaries						
a. Base Salaries				15,843,349.00		16,942,153.00
b. Step & Column Adjustment				121,680.00		258,956.00
c. Cost-of-Living Adjustment				983,124.00		0.00
d. Other Adjustments				(6,000.00)		
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	15,843,349.00	6.94%	16,942,153.00	1.53%	17,201,109.00
3. Employee Benefits	3000-3999	24,448,641.00	9.07%	26,665,035.00	8.12%	28,829,477.00
4. Books and Supplies	4000-4999	7,445,585.00	-5.50%	7,035,752.00	2.50%	7,211,646.00
5. Services and Other Operating Expenditures	5000-5999	11,224,459.00	-0.61%	11,156,425.00	2.50%	11,435,336.00
6. Capital Outlay	6000-6999	1,330,695.00	-24.85%	1,000,000.00	0.00%	1,000,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	2,609,071.00	0.00%	2,609,071.00	0.00%	2,609,071.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(1,672,167.00)	0.06%	(1,673,129.00)	0.00%	(1,673,129.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	1,040,878.00	-8.73%	950,000.00	0.00%	950,000.00
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		121,187,419.00	6.25%	128,759,484.00	2.94%	132,541,653.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		(4,722,325.00)		2,865,640.00		2,779,616.00
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		16,909,120.00		12,186,795.00		15,052,435.00
2. Ending Fund Balance (Sum lines C and D1)		12,186,795.00		15,052,435.00		17,832,051.00
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	190,000.00		190,000.00		190,000.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00				
2. Other Commitments	9760	0.00				
d. Assigned	9780	6,758,883.00		2,000,000.00		2,000,000.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	5,237,912.00		5,198,470.00		5,202,860.00
2. Unassigned/Unappropriated	9790	0.00		7,663,965.00		10,439,191.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		12,186,795.00		15,052,435.00		17,832,051.00

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2015-16 Projection (C)	% Change (Cols. E-C/C) (D)	2016-17 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	5,237,912.00		5,198,470.00		5,202,860.00
c. Unassigned/Unappropriated	9790	0.00		7,663,965.00		10,439,191.00
(Enter other reserve projections in Columns C and E for subsequent years 1 and 2; current year - Column A - is extracted)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00				
b. Reserve for Economic Uncertainties	9789	0.00				
c. Unassigned/Unappropriated	9790	0.00				
3. Total Available Reserves (Sum lines E1a thru E2c)						
		5,237,912.00		12,862,435.00		15,642,051.00
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
Salaries reduced by 1x expenditures related to reconfiguration						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2015-16 Projection (C)	% Change (Cols. E-C/C) (D)	2016-17 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	0.00	0.00%	0.00	0.00%	
2. Federal Revenues	8100-8299	17,763,267.00	-20.05%	14,202,528.00	-28.16%	10,202,528.00
3. Other State Revenues	8300-8599	8,416,235.00	-42.94%	4,802,138.00	-2.18%	4,697,517.00
4. Other Local Revenues	8600-8799	8,580,345.00	1.58%	8,715,915.00	2.10%	8,898,950.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%		0.00%	
b. Other Sources	8930-8979	0.00	0.00%		0.00%	
c. Contributions	8980-8999	14,895,770.00	5.97%	15,784,958.00	8.25%	17,087,996.00
6. Total (Sum lines A1 thru A5c)		49,655,617.00	-12.39%	43,505,539.00	-6.02%	40,886,991.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				15,080,922.00		14,103,579.00
b. Step & Column Adjustment				183,314.00		232,650.00
c. Cost-of-Living Adjustment				973,210.00		
d. Other Adjustments				(2,133,867.00)		(858,859.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	15,080,922.00	-6.48%	14,103,579.00	-4.44%	13,477,370.00
2. Classified Salaries						
a. Base Salaries				8,074,372.00		8,668,973.00
b. Step & Column Adjustment				92,659.00		131,571.00
c. Cost-of-Living Adjustment				547,042.00		
d. Other Adjustments				(45,100.00)		(100,058.00)
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	8,074,372.00	7.36%	8,668,973.00	0.36%	8,700,486.00
3. Employee Benefits	3000-3999	6,749,598.00	-8.38%	6,183,918.00	-3.41%	5,973,282.00
4. Books and Supplies	4000-4999	11,149,859.00	-51.60%	5,396,621.00	-30.63%	3,743,851.00
5. Services and Other Operating Expenditures	5000-5999	10,726,545.00	-12.99%	9,333,455.00	-10.71%	8,333,455.00
6. Capital Outlay	6000-6999	401,300.00	-100.00%	0.00	0.00%	0.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	0.00	0.00%		0.00%	
8. Other Outgo - Transfers of Indirect Costs	7300-7399	1,227,038.00	-31.85%	836,282.00	-21.25%	658,547.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%		0.00%	
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		53,409,634.00	-16.64%	44,522,828.00	-8.17%	40,886,991.00
C. NET INCREASE (DECREASE) IN FUND BALANCE						
(Line A6 minus line B11)		(3,754,017.00)		(1,017,289.00)		0.00
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		4,771,306.00		1,017,289.00		0.00
2. Ending Fund Balance (Sum lines C and D1)		1,017,289.00		0.00		0.00
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	0.00				
b. Restricted	9740	1,017,289.00				
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance						
(Line D3f must agree with line D2)		1,017,289.00		0.00		0.00

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2015-16 Projection (C)	% Change (Cols. E-C/C) (D)	2016-17 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated Amount	9790					
(Enter current year reserve projections in Column A, and other reserve projections in Columns C and E for subsequent years 1 and 2)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						
Federal Revenue and expenditures are reduced in 15/16 by carryover. FY 16/17 assumes that the MSAP Grant will have been exhausted. State revenues and expenditures in 15/16 are reduced by carryover in QEIA and 1x Common Core funding.						

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2015-16 Projection (C)	% Change (Cols. E-C/C) (D)	2016-17 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	125,832,922.00	11.32%	140,074,068.00	5.68%	148,036,028.00
2. Federal Revenues	8100-8299	18,113,267.00	-19.66%	14,552,528.00	-27.49%	10,552,528.00
3. Other State Revenues	8300-8599	12,223,944.00	-14.20%	10,488,152.00	-29.25%	7,420,754.00
4. Other Local Revenues	8600-8799	9,950,476.00	0.66%	10,015,915.00	1.83%	10,198,950.00
5. Other Financing Sources						
a. Transfers In	8900-8929	102.00	-100.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		166,120,711.00	5.42%	175,130,663.00	0.62%	176,208,260.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				73,997,830.00		78,177,756.00
b. Step & Column Adjustment				919,601.00		1,136,616.00
c. Cost-of-Living Adjustment				5,480,492.00		0.00
d. Other Adjustments				(2,220,167.00)		(858,859.00)
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	73,997,830.00	5.65%	78,177,756.00	0.36%	78,455,513.00
2. Classified Salaries						
a. Base Salaries				23,917,721.00		25,611,126.00
b. Step & Column Adjustment				214,339.00		390,527.00
c. Cost-of-Living Adjustment				1,530,166.00		0.00
d. Other Adjustments				(51,100.00)		(100,058.00)
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	23,917,721.00	7.08%	25,611,126.00	1.13%	25,901,595.00
3. Employee Benefits	3000-3999	31,198,239.00	5.29%	32,848,953.00	5.95%	34,802,759.00
4. Books and Supplies	4000-4999	18,595,444.00	-33.14%	12,432,373.00	-11.88%	10,955,497.00
5. Services and Other Operating Expenditures	5000-5999	21,951,004.00	-6.66%	20,489,880.00	-3.52%	19,768,791.00
6. Capital Outlay	6000-6999	1,731,995.00	-42.26%	1,000,000.00	0.00%	1,000,000.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	2,609,071.00	0.00%	2,609,071.00	0.00%	2,609,071.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(445,129.00)	88.00%	(836,847.00)	21.24%	(1,014,582.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	1,040,878.00	-8.73%	950,000.00	0.00%	950,000.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				0.00		0.00
11. Total (Sum lines B1 thru B10)		174,597,053.00	-0.75%	173,282,312.00	0.08%	173,428,644.00
C. NET INCREASE (DECREASE) IN FUND BALANCE (Line A6 minus line B11)						
		(8,476,342.00)		1,848,351.00		2,779,616.00
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 011, line F1e)		21,680,426.00		13,204,084.00		15,052,435.00
2. Ending Fund Balance (Sum lines C and D1)		13,204,084.00		15,052,435.00		17,832,051.00
3. Components of Ending Fund Balance (Form 011)						
a. Nonspendable	9710-9719	190,000.00		190,000.00		190,000.00
b. Restricted	9740	1,017,289.00		0.00		0.00
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	6,758,883.00		2,000,000.00		2,000,000.00
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	5,237,912.00		5,198,470.00		5,202,860.00
2. Unassigned/Unappropriated	9790	0.00		7,663,965.00		10,439,191.00
f. Total Components of Ending Fund Balance (Line D3f must agree with line D2)		13,204,084.00		15,052,435.00		17,832,051.00

Description	Object Codes	Projected Year Totals (Form 011) (A)	% Change (Cols. C-A/A) (B)	2015-16 Projection (C)	% Change (Cols. E-C/C) (D)	2016-17 Projection (E)
E. AVAILABLE RESERVES (Unrestricted except as noted)						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	5,237,912.00		5,198,470.00		5,202,860.00
c. Unassigned/Unappropriated	9790	0.00		7,663,965.00		10,439,191.00
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z			0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1 thru E2b)		5,237,912.00		12,862,435.00		15,642,051.00
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		3.00%		7.42%		9.02%
F. RECOMMENDED RESERVES						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	Yes					
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):						
2. Special education pass-through funds						
(Column A: Fund 10, resources 3300-3499 and 6500-6540, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)						
		0.00				
2. District ADA						
Used to determine the reserve standard percentage level on line F3d (Col. A: Form AI, Estimated P-2 ADA column, lines A4, C1, and C2e; enter projections)						
		16,396.87		16,396.87		16,396.87
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		174,597,053.00		173,282,312.00		173,428,644.00
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)		174,597,053.00		173,282,312.00		173,428,644.00
d. Reserve Standard Percentage Level (Refer to Form 01CSI, Criterion 10 for calculation details)		3%		3%		3%
e. Reserve Standard - By Percent (Line F3c times F3d)		5,237,911.59		5,198,469.36		5,202,859.32
f. Reserve Standard - By Amount (Refer to Form 01CSI, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		5,237,911.59		5,198,469.36		5,202,859.32
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

SACS2014ALL Financial Reporting Software - 2014.2.0
2/24/2015 8:34:08 AM

56-72538-0000000

Second Interim
2014-15 Projected Totals
Technical Review Checks

Qxnard Elementary

Ventura County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

IMPORT CHECKS

CHK-RESOURCExOBJECTB - (O) - The following combinations for RESOURCE and OBJECT (objects 9791, 9793, and 9795) are invalid: EXCEPTION

ACCOUNT						RESOURCE	OBJECT	VALUE
FD	RS	PY	GO	FN	OB			

01	3312	0	0000	0000	9791	3312	9791	111,840.00
01	3332	0	0000	0000	9791	3332	9791	5,908.00

Explanation: SACS does not provide an accounting method for recognizing carryover in R3312, 3318 & 3332. These funds have been exhausted per Significant Disproportionate rules as of Sept. 30, 2014

GENERAL LEDGER CHECKS**SUPPLEMENTAL CHECKS****EXPORT CHECKS**

CASHFLOW-PROVIDE - (W) - A Cashflow Worksheet (Form CASH) must be provided with your Interim reports. (Note: LEAs may use a cashflow worksheet other than Form CASH, as long as it provides a monthly cashflow projected through the end of the fiscal year.) EXCEPTION

Explanation: Cash Flow is provided in Excel format

Checks Completed.

SACS2014ALL Financial Reporting Software - 2014.2.0
2/24/2015 8:19:11 AM

56-72538-0000000

Second Interim
2014-15 Actuals to Date
Technical Review Checks

Oxnard Elementary

Ventura County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

IMPORT CHECKS

CHK-RESOURCExOBJECTB - (O) - The following combinations for RESOURCE and OBJECT (objects 9791, 9793, and 9795) are invalid: EXCEPTION

ACCOUNT						RESOURCE	OBJECT	VALUE
FD	RS	PY	GO	FN	OB			
01	3312	0	0000	0000	9791	3312	9791	111,839.92
Explanation: SACS does not provide an accounting method for recognizing carryover in R3312, 3318, or 3332. These funds have been exhausted per Significant disproportionate rules as of Sept. 30, 2014								
01	3332	0	0000	0000	9791	3332	9791	5,907.89

GENERAL LEDGER CHECKS

SUPPLEMENTAL CHECKS

EXPORT CHECKS

Checks Completed.

SACS2014ALL Financial Reporting Software - 2014.2.0
2/24/2015 8:19:21 AM

56-72538-0000000

Second Interim
2014-15 Original Budget
Technical Review Checks

Oxnard Elementary

Ventura County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

IMPORT CHECKS

GENERAL LEDGER CHECKS

SUPPLEMENTAL CHECKS

EXPORT CHECKS

Checks Completed.

SACS2014ALL Financial Reporting Software - 2014.2.0
 2/24/2015 8:19:33 AM

56-72538-0000000

Second Interim
 2014-15 Board Approved Operating Budget
 Technical Review Checks

Oxnard Elementary

Ventura County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

IMPORT CHECKS

CHK-RESOURCExOBJECTB - (O) - The following combinations for RESOURCE and OBJECT (objects 9791, 9793, and 9795) are invalid: EXCEPTION

ACCOUNT					RESOURCE	OBJECT	VALUE	
FD	RS	PY	GO	FN	OB			
01	3312	0	0000	0000	9791	3312	9791	111,840.00
Explanation: SACS does not provide an accounting method for recognizing carryover in R3312, R3318 & \$3332. These funds have been exhausted per significant Disproportionate rules as of Sept. 30, 2014								
01	3332	0	0000	0000	9791	3332	9791	5,908.00

GENERAL LEDGER CHECKS

SUPPLEMENTAL CHECKS

EXPORT CHECKS

Checks Completed.

BOARD AGENDA ITEM

Name of Contributor: Dr. Cesar Morales

Date of Meeting: 3/18/15

STUDY SESSION _____
CLOSED SESSION _____
SECTION B: HEARINGS _____
SECTION C: CONSENT _____
SECTION D: ACTION X
SECTION E: REPORTS/DISCUSSION _____
SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

RE: RESOLUTION AUTHORIZING THE ISSUANCE OF 2015 GENERAL OBLIGATION REFUNDING BONDS IN AN AGGREGATE AMOUNT NOT TO EXCEED \$15,500,000

BACKGROUND AND ANALYSIS

In 2006, the Board of Trustees (“District Board”) took action to call a General Obligation bond election pursuant to the California Constitution and California law. Measure “M6” (the “Measure”) was then submitted to the voters within the District on November 7, 2006, to authorize the District to issue up to \$64,000,000 in General Obligation bonds (the “Authorization”), payable from the levy of ad valorem taxes on taxable property within the District. After the Measure was approved by the voters within the District, and certain applicable requirements were met, the District issued the first series of bonds under the Authorization in the aggregate amount of \$32,000,000, designated as the Oxnard School District (County of Ventura, California) General Obligation Bonds, 2006 Election, Series A (the “2007A Bonds”). The proceeds of the 2007A Bonds were spent on District facilities and projects as authorized under the Authorization.

California law allows the District to issue refunding bonds to refund all or a portion of the outstanding 2007A Bonds, on a current or advance basis, provided that there are net debt service savings resulting from such refunding. By their terms, the 2007A Bonds may be refunded, at 100% of the principal amount thereof, commencing on August 1, 2015. In 2014, pursuant to Resolution 13-36, the District issued its 2014 General Obligation Refunding Bonds, the proceeds of which were used to provide for the advance refunding of a portion of the then outstanding 2007A Bonds generating approximately \$830,000 in taxpayer savings. The District has been provided with information from its Financial Advisor, Caldwell Flores Winters, Inc., that a current refunding of the remaining maturities of the 2007A Bonds is expected, under current market conditions, to result in savings for District taxpayers.

To be able to defease and refund the 2015 Refunded Bonds the District must issue General Obligation refunding bonds (the “2015 Refunding Bonds”), as contemplated under Resolution No. 14-31. Said Resolution authorizes and provides terms for the issuance, sale and delivery of the 2015 Refunding Bonds. Certain key findings and authorizations made under the Resolution are as follows:

- The 2015 Refunding Bonds will be sold by negotiated sale to Stifel, Nicolaus & Company, Incorporated, as the underwriter (“Underwriter”) for the 2015 Refunding Bonds. In connection with a negotiated sale, the Board finds that such a sale will: (i) allow the District to utilize the services of consultants who are familiar with the financial needs, status and plans of the District; (ii) result in a lower overall cost of borrowing; and (iii) allow the District to control the timing of the sale of the 2015 Refunding Bonds to the municipal bond market and, potentially, take advantage of interest rate opportunities for favorable sale of the 2015 Refunding Bonds.
- The sale of the 2015 Refunding Bonds will be made by negotiated sale to the Underwriter pursuant to a Bond Purchase Agreement, in substantially the form presented to this Board and on file with the Clerk of the Board.
- Provides for the establishment of an Escrow Fund to provide for the refunding of the 2007A Bonds on August 1, 2015. The form of the Escrow Agreement approved pursuant to the Resolution is on file with the Clerk of the Board.

- Provides that in connection with the 2015 Refunding Bonds, the District will be represented by Garcia, Hernández, Sawhney & Bermudez, LLP, as bond counsel, the Law Offices of Samuel Norber, as special tax counsel, and Jones Hall, A Professional Law Association, as disclosure counsel.
- Directs the County Treasurer-Tax Collector to collect the ad valorem taxes necessary to repay the principal and interest on the Refunding Bonds.
- Approves the form of a Preliminary Official Statement (POS), authorizes the District Representatives to deem it final, as required pursuant to Rule 15c2-12, authorizes the Underwriter to distribute the same in connection with the sale of the Refunding Bonds, and authorizes the preparation and delivery of a final Official Statement in substantially the same form.

The POS is the document that will be printed and circulated to potential investors for the marketing and sale of the 2015 Refunding Bonds. The POS describes to investors the terms of the bonds (principal maturity amounts and dates, interest payment dates), and the security for the bonds (ad valorem taxes levied and collected in the District in a sufficient amount to pay debt service coming due in each fiscal year on the Bonds), describes the District's tax base, and also presents District financial information to provide an investor with information regarding the District's overall financial health. Federal securities laws require that a POS (i) not contain any misleading information and (ii) not omit any material information. In authorizing the issuance of securities and related disclosure documents, a public official may not authorize disclosure that the official knows to be false; nor may a public official authorize disclosure while recklessly disregarding facts that indicate that there is a risk that the disclosure may be misleading. If a Board member is aware of something that should be considered and disclosed in the POS relating to the District's ability to pay the Bonds from ad valorem taxes, that member should advise the financing team so it can be considered and possibly disclosed to investors. Please note that the Resolution delegates authority to the District's staff to make changes to the POS following approval but before the Preliminary Official Statement is printed and distributed to investors.

- Appoints the Superintendent and the Assistant Superintendent, Business and Fiscal Services as the District's Representatives in connection with all matters relating to the 2015 Refunding Bonds, and makes various other findings and authorizes other required actions.

RECOMMENDATION

It is the recommendation of the Assistant Superintendent, Business & Fiscal Services, in conjunction with CFW, that the Board adopt Resolution No. 14-31 to authorize and provide for the issuance, sale and delivery of the District's 2015 General Obligation Refunding Bonds and authorize district representatives to execute and deliver related documents and take related actions.

DISTRICT GOALS

GOAL FIVE: Adopt and Implement a Comprehensive Facilities Program that Improves Student Performance, Maximizes State Funding Opportunities and Reduces Overcrowding at Existing School Sites

GOAL SIX: Develop the Annual Budget to Support the Educational Goals of the District

ADDITIONAL MATERIAL

- Attached: Resolution No. 14-31 (29 pages)
 Form of Bond Purchase Agreement (16 pages)
 Form of Escrow Agreement (15 pages)
 Preliminary Official Statement Inclusive of Continuing Disclosure Certificate (Appendix E to the Preliminary Official Statement) (88 pages)

RESOLUTION NO. 14-31

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE OXNARD SCHOOL DISTRICT AUTHORIZING THE ISSUANCE AND SALE OF ITS 2015 GENERAL OBLIGATION REFUNDING BONDS IN THE AGGREGATE PRINCIPAL AMOUNT OF NOT TO EXCEED \$15,500,000; PRESCRIBING THE TERMS OF SALE; AUTHORIZING THE EXECUTION AND DELIVERY OF A BOND PURCHASE AGREEMENT, AN ESCROW AGREEMENT AND OTHER DOCUMENTS AND CERTIFICATES; MAKING CERTAIN FINDINGS AND AUTHORIZING RELATED ACTIONS

WHEREAS, an election was duly called and regularly held in the Oxnard School District, County of Ventura, California (the "District"), on November 7, 2006 (the "2006 Election"), pursuant to the provisions of the "Safer Schools, Smaller Classes and Financial Accountability Act" enacted by the voters of the State of California ("Proposition 39"), for the purpose of submitting to the qualified electors of the District the question whether bonds should be issued in the maximum principal amount of \$64,000,000; and

WHEREAS, as required by Proposition 39, at least 55% of the votes cast at the 2006 Election were in favor of issuing the bonds (the "Prior Bonds Authorization"); and

WHEREAS, pursuant to the Prior Bonds Authorization and the applicable provisions of law, on or about February 22, 2007, the District issued and sold a series of bonds designated as the \$32,000,000 Oxnard School District (Ventura County, California) General Obligation Bonds, 2006 Election, Series A (the "Prior Bonds"); and

WHEREAS, the Prior Bonds were issued in the form of current interest bonds and term bonds provision was made for the optional redemption of the Prior Bonds prior to maturity commencing on August 1, 2015; and

WHEREAS, in 2014, pursuant to Resolution 13-36 of the Board of Trustees of the District, provision was made for the advance-refunding of certain Prior Bonds maturing from August 1, 2016 to and including August 1, 2027 prior to maturity on August 1, 2015; and

WHEREAS, pursuant to the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53550 (the "Act"), the District is authorized to issue refunding bonds (the "Refunding Bonds") to refund all or a portion of the outstanding Prior Bonds (any bonds so refunded, the "Refunded Bonds"); and

WHEREAS, this Board of Trustees hereby determines that it is in the best interest of the District to issue the Refunding Bonds, in an aggregate principal amount to be determined at the time of sale but not to exceed \$15,500,000, to defease and redeem, on or about August 1, 2015, all or certain outstanding Prior Bonds maturing from August 1, 2028 through August 1, 2033 and on August 1, 2036; and

WHEREAS, the Prior Bonds anticipated to be redeemed and defeased with proceeds of the Refunding Bonds constitute the only currently outstanding Prior Bonds which have not been previously paid at maturity, or for which provision has been made for redemption or defeasance; and

WHEREAS, this Board of Trustees deems it necessary and desirable to authorize the sale of the Refunding Bonds by negotiated sale, has selected Stifel, Nicolaus & Company, Incorporated, to act as the

underwriter (“Underwriter”) for the Refunding Bonds, and desires that the sale be made to the Underwriter pursuant to a Bond Purchase Agreement (the “Bond Purchase Agreement”), because the District believes that such a sale will (i) allow the District to utilize the services of consultants who are familiar with the financial needs, status and plans of the District; (ii) result in a lower overall cost of borrowing; and (iii) allow the District to control the timing of the sale of the Refunding Bonds to the municipal bond market and, potentially, take advantage of interest rate opportunities for favorable sale of the Refunding Bonds; and

WHEREAS, this Board of Trustees has previously selected Caldwell Flores Winters, Inc. to act as financial advisor to the District (the “Financial Advisor”) in connection with the issuance of general obligation bonds and other financings of the District and to act in other capacities, and hereby affirms its role as Financial Advisor in connection with the Refunding Bonds and the matters contemplated under this Resolution; and

WHEREAS, in connection with the Refunding Bonds, this Board of Trustees has retained Garcia, Hernández, Sawhney & Bermudez, LLP to act as bond counsel (“Bond Counsel”) to the District, and hereby retains, confirms the retention of and authorizes the Superintendent or his designee to enter into contracts with the Law Offices of Samuel Norber, as special tax counsel (“Special Tax Counsel”), Jones Hall, A Professional Law Corporation, as disclosure counsel (the “Disclosure Counsel”) to the District, U.S. Bank National Association to act as Paying Agent and Escrow Agent and provide other agreed upon services, and such other consultants as deemed necessary or desirable by the Superintendent, with the advice of the Financial Advisor, in connection with the issuance of the Refunding Bonds and the refunding of the Refunded Bonds; and

WHEREAS, pursuant to this Resolution, and based upon documentation and information presented to, this Board of Trustees makes certain findings and determination and authorizes certain actions concerning the issuance of the Refunding Bonds and the refunding of the Refunded Bonds; and

WHEREAS, the forms of the Bond Purchase Agreement and the Escrow Agreement (each as defined herein) relating to the Refunding Bonds and the refunding of the Refunded Bonds have each been prepared and presented to the District Board; and

WHEREAS, all acts, conditions and things required by law to be done or performed have been done and performed in strict conformity with the laws authorizing the issuance of general obligation refunding bonds of the District, and the indebtedness of the District, including the proposed issue of refunding bonds, is within all limits prescribed by law, and this Board of Trustees desires to make certain findings and determinations directing certain related actions, providing for and authorizing the issuance and sale of the Refunding Bonds, and the distribution of a Preliminary Official Statement and an Official Statement related thereto, under the terms and conditions and subject to the limitations set forth herein.

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 ascribed to them below, unless the context clearly requires some other meaning.

“**Act**” has the meaning given to said term in the recitals.

“Articles,” “Sections” and other subdivisions are to the corresponding Articles, Sections or subdivisions of this Resolution, and the words “herein,” “hereof,” “hereunder” and other words of similar import refer to this Resolution as a whole and not to any particular Article, Section or subdivision hereof.

“Auditor-Controller” means the Ventura County Auditor-Controller, or any authorized deputy thereof.

“Authorized Investments” means any investments permitted by law to be made with moneys belonging to, or in the custody of, the District, including, but not limited to, the County Investment Pool (or other investment pools of the County into which the District may lawfully invest its funds), the Local Agency Investment Fund, any investment authorized pursuant to Sections 16429.1 and 53601 of the Government Code, or in shares in a California common law trust established pursuant to Title 1, Division 7, Chapter 5 of the Government Code which invests exclusively in investments permitted by Section 53635 of the Government Code, or in guaranteed investment contracts in direct general obligations of the United States of America (including State and Local government Securities) (provided that such contracts comply with the requirements of Section 148 of the Code, and with the requirements of the Bond Insurer, if any, and as shall be applicable).

“Board” means the Board of Trustees of the Oxnard School District, Ventura County, California.

“Bond Counsel” means (a) Garcia, Hernández, Sawhney & Bermudez, LLP, 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 Insurer” means any insurance company which issues a municipal bond insurance policy insuring the payment of the principal of and interest on the Refunding Bonds.

“Bond Payment Date” means February 1 and August 1 of each year, commencing August 1, 2015, unless as otherwise specified in the Bond Purchase Agreement.

“Bond Purchase Agreement” means the Bond Purchase Agreement, dated the date of sale of the Refunding Bonds, by and between the Underwriter and the District, pursuant to which the Underwriter agrees to purchase all of the Refunding Bonds, subject to the conditions contained in Section 4.01 hereof.

“Bonds” or “Refunding Bonds” means the Refunding Bonds at any time Outstanding pursuant to this Resolution.

“Closing Date” means the date upon which there is an exchange of Refunding Bonds for the proceeds representing the purchase price of the Bonds by the Underwriter.

“Costs of Issuance” means all of the costs of issuing the Refunding Bonds, including, but not limited to, all printing and document preparation expenses in connection with this Resolution, the Refunding Bonds and the Official Statement pertaining to the Refunding Bonds and any and all other agreements, instruments, certificates or other documents prepared in connection therewith; underwriter’s fees; rating agency fees; verification agent fees; CUSIP service bureau charges; legal fees and expenses of counsel with respect to the financing; the initial fees and expenses of the Paying Agent; fees for credit enhancement relating to the Refunding Bonds; and other fees and expenses incurred in connection with the issuance of the Refunding Bonds, to the extent such fees and expenses are approved by the District.

“Costs of Issuance Fund” shall have the meaning set forth in Section 3.02 hereof.

“County” means the County of Ventura, California, a political subdivision of the State of California, organized and existing under the Constitution and laws of the State of California and any lawful successor thereto.

“County Office of Education” means the Ventura County Office of Education.

“County Treasurer” means the Ventura County Treasurer-Tax Collector, or deputy or designee thereof.

“Debt Service” means the scheduled amount of interest and amortization of principal on the Bonds, excluding amounts scheduled during such period which relate to principal which has been retired before the beginning of such period.

“Debt Service Fund” means the fund established and held by the County Office of Education for the District under Section 3.04.

“Depository” means (a) initially, DTC, and (b) any other Securities Depository acting as Depository pursuant to Section 2.04.

“Depository System Participant” means any participant in the Depository’s book-entry system.

“DTC” means The Depository Trust Company, New York, New York, and its successors and assigns.

“District” means the Oxnard School District and any successor thereto.

“District Representative” means the Superintendent of the District, the Assistant Superintendent, Business and Fiscal Services of the District, or 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 Bonds.

“EMMA” or **“Information Services”** means the Electronic Municipal Market Access System, a facility of the Municipal Securities Rulemaking Board (at <http://emma.msrb.org>) or, in accordance with then current guidelines of the Securities and Exchange Commission, such other addresses and/or such other national information services providing information or disseminating notices of redemption of obligations similar to the Bonds.

“Escrow Agreement” means the Escrow Deposit and Trust Agreement relating to the Refunded Bonds by and between the District and U.S. Bank National Association, as escrow bank, or any successor escrow bank thereunder.

“Escrow Bank” means U.S. Bank National Association, or such other institution as appointed by District Representative to serve as escrow bank.

“Escrow Fund” means the Escrow Fund established under the Escrow Agreement for the redemption of the Refunded Bonds.

“Federal Securities” means United States Treasury notes, bonds, bills or certificates of indebtedness or those for which the faith and credit of the United States are pledged for the payment of principal and interest.

“Outstanding,” when used as of any particular time with reference to Refunding Bonds, means all Refunding Bonds except:

(a) Refunding Bonds theretofore canceled by the Paying Agent or surrendered to the Paying Agent for cancellation;

(b) Refunding Bonds paid or deemed to have been paid within the meaning of Section 2.03 hereof; and

(c) Refunding Bonds in lieu of or in substitution for which other Refunding Bonds shall have been authorized, executed, issued and delivered by the District pursuant to the Resolution.

“Owner” or **“Bondowner”** mean any person who shall be the registered owner of any Outstanding Bond.

“Paying Agent” means the Paying Agent appointed by the District and acting as paying agent, registrar and authenticating agent for the Refunding Bonds, its successors and assigns, and any other corporation or association which may at any time be substituted in its place, as provided in Section 6.01.

“Preliminary Official Statement” means the preliminary official statement for the sale of the Refunding Bonds in the form approved by the District pursuant to Section 4.03.

“Principal Office” means the principal corporate trust office of the Paying Agent.

“Prior Bonds” means the \$32,000,000 aggregate principal amount of Oxnard School District (Ventura County, California) General Obligation Bonds, 2006 Election, Series A.

“Prior Bonds Resolution” means Resolution No. 06-28 of the District, adopted in January 17, 2007 to establish terms and conditions for the issuance of the Prior Bonds.

“Regulations” means temporary and permanent regulations promulgated under the Tax Code.

“Resolution” or **“Bond Resolution”** means this Resolution No. 14-31.

“Securities Depositories” means The Depository Trust Company, 711 Steward Avenue, Garden City, New York 11530, Facsimile transmission: (516) 227-4039, (516) 227-4190; Midwest Securities Trust Company, Capital Structure-Call Notification, 440 South La Salle Street, Chicago, Illinois 60605, Facsimile transmission: (312) 663-2343; and Philadelphia Depository Trust Company, Reorganization Division, 1900 Market Street, Philadelphia, Pennsylvania 19103, Facsimile transmission: (215) 496-5058.

“Supplemental Resolution” means any resolution supplemental to or amendatory of this Resolution, adopted by the Board in accordance with Article VIII hereof.

“Tax Code” means the Internal Revenue Tax 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 temporary and final Regulations promulgated under the Tax Code.

“Term Bonds” means the Refunding Bonds designated as Term Bonds in the Bond Purchase Agreement and subject to mandatory sinking fund redemption as provided in the Bond Purchase Agreement.

“Underwriter” means Stifel, Nicolaus & Company, Incorporated.

“Written Request of the District” means an instrument in writing signed by the 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.

ARTICLE II THE BONDS

Section 2.01. Authorization. This Board of Trustees authorizes the issuance of the Refunding Bonds to be known as the District’s “2015 General Obligation Refunding Bonds” in an aggregate principal amount of not to exceed \$15,500,000 to refund all or a portion of the Prior Bonds (referred to herein as the “Refunded Bonds”) and to pay all related Costs of Issuance. The Refunding Bonds shall in all respects be issued and sold in accordance with the provisions of the Act, including payment of the authorized Costs of Issuance as described herein and as set forth in Section 53550(e) and (f) and Section 53587 of the Act.

Section 2.02. Terms of Bonds.

(A) *Form; Numbering.* The Bonds shall be issued as fully registered Bonds, without coupons. Bonds shall be lettered and numbered as the Paying Agent shall prescribe. The Bonds shall be issued in the denomination of \$5,000 each or any integral multiple thereof, but in an amount not to exceed the

aggregate principal amount of Bonds maturing in the year of maturity of the Bond for which the denomination is specified.

Additional terms of the Refunding Bonds shall be as set forth in the Bond Purchase Agreement.

(B) *Date of Bonds.* The Refunding Bonds shall be dated the Closing Date, or such other date as shall be specified in the Bond Purchase Agreement.

(C) *CUSIP Identification Numbers.* “CUSIP” identification numbers shall be imprinted on the Bonds, but such numbers shall not constitute a part of the contract evidenced by the Bonds and any error or omission with respect thereto shall not constitute cause for refusal of any purchaser to accept delivery of and pay for the Refunding Bonds. In addition, failure on the part of the District to use such CUSIP numbers in any notice to Owners of the Refunding Bonds shall not constitute an event of default or any violation of the District’s contract with such Owners and shall not impair the effectiveness of any such notice.

(D) *Maturities; Interest.* The Refunding Bonds shall mature on August 1 in the years and amounts set forth in the Bond Purchase Agreement.

The Bonds shall bear interest at such rate as shall be determined upon the sale thereof in accordance with Section 4.01 hereof, payable semi-annually on each Bond Payment Date, commencing August 1, 2015, or such other date specified in the Bond Purchase Agreement.

Each Bond shall bear interest from the Bond Payment Date next preceding the date of registration and authentication thereof unless (i) it is registered and authenticated as of a Bond Payment Date, in which event it shall bear interest from such date, or (ii) it is registered and authenticated prior to a Bond Payment Date and after the close of business on the fifteenth (15th) day of the month preceding such Bond Payment Date, in which event it shall bear interest from such Bond Payment Date, or (iii) it is registered and authenticated at least 15 days prior to the first interest payment date, in which event it shall bear interest from the Closing Date; *provided, however*, that if at the time of authentication of a Bond, interest is in default thereon, such Bond shall bear interest from the Bond Payment Date to which interest has previously been paid or made available for payment thereon.

Interest on the Refunding Bonds shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

(E) *Payment.* Interest on the Bonds, including the final interest payment upon maturity, is payable by check of the Paying Agent mailed on the Bond Payment Date via first-class mail to the Owner thereof at such Owner’s address as it appears on the bond register maintained by the Paying Agent at the close of business on the fifteenth (15th) day of the month preceding the Bond Payment Date (the “Record Date”), or at such other address as the Owner may have filed with the Paying Agent for that purpose, or upon written request filed with the Paying Agent as of the Record Date by an Owner of at least \$1,000,000 in aggregate principal amount of Bonds, by wire transfer.

(E) *Provisions of Bond Purchase Agreement to Control.* Notwithstanding the foregoing provisions of this Section 2.02 and the following provisions of Section 2.03, the terms of the Refunding Bonds may be established or modified under the Bond Purchase Agreement, as the case may be. In the event of a conflict or inconsistency between this Resolution and the Bond Purchase Agreement relating to the terms of the Refunding Bonds, the provisions of the Bond Purchase Agreement shall be controlling; provided that the terms so established must be in compliance with the requirements of the Act.

Section 2.03. Redemption and Defeasance. The Refunding Bonds, including any Term Bonds, will be subject to redemption as provided in the Bond Purchase Agreement as executed and delivered upon the sale of the Refunding Bonds.

(A) *Optional Redemption.* The Refunding Bonds shall be 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 indicated in the Bond Purchase Agreement, and on any day thereafter, at a price equal to 100% of the principal amount without premium, together with accrued interest thereon to the date fixed for redemption.

(B) *Mandatory Sinking Fund Redemption.* The Refunding Bonds that are designated in accordance with the Bond Purchase Agreement as Term Bonds, if any, shall also be subject to redemption prior to their stated maturity dates, without a redemption premium, in part by lot, from mandatory sinking fund payments in the amounts and in accordance with the terms to be specified in the Bond Purchase Agreement. The principal amount of each mandatory sinking fund payment of any maturity shall be reduced proportionately by the amount of any Bonds, if any, of that maturity optionally redeemed prior to the mandatory sinking fund payment date. The Bond Purchase Agreement may provide that the Bonds shall not be subject to mandatory sinking fund redemption.

(C) *Notice of Redemption.* Notice of redemption of Refunding Bonds will be given by the Paying Agent upon a Written Request of the District given at least 60 days prior to the date designated for such redemption. Notice of any redemption of Refunding Bonds will be mailed postage prepaid, not less than 30 nor more than 60 days prior to the redemption date as follows: (i) by first class mail to the respective Owners thereof at the addresses appearing on the bond registration books; (ii) by secured mail to all organizations registered with the Securities and Exchange Commission as securities depositories; (iii) to at least two information services of national recognition which disseminate redemption information with respect to municipal securities; and (iv) as may be further required in accordance with the Continuing Disclosure Certificate of the District.

Each notice of redemption will contain the following information: (i) the Refunding Bonds or designated portions thereof (in the case of redemption of the Refunding Bonds in part but not in whole) which are to be redeemed, (ii) CUSIP numbers and the numbers of the Refunding Bonds to be redeemed and in the case of any Refunding Bond to be redeemed in part only, the principal amount of such bond to be redeemed, (iii) the date of redemption, (iv) the redemption price, (v) the place or places where the redemption will be made, including the name and address of the Paying Agent, and (vi) descriptive information regarding the Refunding Bonds including the original issue date, interest rate and stated maturity date of each Refunding Bond to be redeemed in whole or in part. Each notice of redemption shall further state that on the specified date there shall become due and payable upon each Refunding Bond or portion thereof being redeemed, the portion of the principal amount of such Refunding Bond to be redeemed, together with the interest accrued to the redemption date, and redemption premium, if any, and that from and after such date, interest with respect thereto shall cease to accrue.

In case of the redemption as permitted herein of all the Refunding Bonds of any one maturity then Outstanding, notice of redemption shall be given by mailing as herein provided, except that the Redemption Notice need not specify the serial numbers of the Refunding Bonds of such maturity.

Neither failure to receive nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Refunding Bonds.

(D) *Conditional Notice; Right to Rescind.* Any Redemption Notice for an optional redemption of the Refunding Bonds delivered in accordance with this Section may be conditional, and, if any condition stated in the Redemption Notice shall not have been satisfied on or prior to the redemption date: (i) the Redemption Notice shall be of no force and effect, (ii) the District shall not be required to redeem such Refunding Bonds, (iii) the redemption shall not be made, and (iv) the Paying Agent shall within a reasonable time thereafter give notice to the persons in the manner in which the conditional Redemption Notice was given that such condition or conditions were not met and that the redemption was canceled.

The District has the right to rescind any notice of the optional redemption of Refunding 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 Refunding Bonds then called for redemption. The District and the Paying Agent shall have no liability to the Refunding 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, except that the time period for giving the original notice of redemption shall not apply to any notice of rescission thereof.

(E) *Effect of Redemption.* When notice of redemption has been given as described above, and when the redemption price of the Refunding Bonds called for redemption is set aside for such purpose, the Refunding Bonds designated for redemption shall become due and payable on the specified redemption date and interest shall cease to accrue thereon as of the redemption date. The Owners of such Refunding Bonds so called for redemption after such redemption date shall look for the payment of such Refunding Bonds and the redemption premium thereon, if any, only to the Debt Service Fund or the escrow fund established for such purpose.

Failure to receive notice of redemption or any defect in the notice given shall not affect the validity of the proceedings for the redemption of the affected Refunding Bonds or the cessation of interest on the date fixed for redemption.

(F) *Partial Redemption of Bonds.* Upon surrender of any Refunding Bond redeemed in part only, the Paying Agent shall authenticate and deliver to the Owner thereof a new Refunding Bond or Refunding Bonds of like tenor and maturity and of authorized denominations equal in principal amount to the unredeemed portion of the Refunding Bond surrendered. Such partial redemption shall be valid upon payment of the amount required to be paid to such Owner, and the District shall be released and discharged thereupon from all liability to the extent of such payment.

(G) *Redemption Procedure.* If on the redemption date specified on a notice of redemption, sufficient monies for the redemption of all the Refunding Bonds to be redeemed, together with interest to such redemption date, shall be held by the Paying Agent so as to be available therefor on such redemption date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such redemption date, interest with respect to the Refunding Bonds to be redeemed shall cease to accrue and become payable. All money held by or on behalf of the Paying Agent for the redemption of Refunding Bonds shall be held in trust for the account of the Owners of the Refunding Bonds so to be redeemed.

All Refunding Bonds paid at maturity or redeemed prior to maturity pursuant to the provisions of this Section 2.03 shall be cancelled upon surrender thereof and be delivered to or upon the order of the District. All or any portion of a Refunding Bond purchased by the District shall be cancelled by the Paying Agent.

When any Refunding Bonds (or portions thereof), which have been duly called for redemption prior to maturity under the provisions of this Resolution, or with respect to which irrevocable instructions to call for redemption prior to maturity at the earliest redemption date have been given to the Paying Agent, in form satisfactory to it, and sufficient moneys shall be held by the Paying Agent irrevocably in trust for the payment of the redemption price of, and interest on, such Refunding Bonds or portions thereof, to the date fixed for redemption, all as provided in this Resolution, then such Refunding Bonds shall no longer be deemed Outstanding and shall be surrendered to the Paying Agent for cancellation.

(H) *Defeasance of Bonds.* If at any time the District shall pay or cause to be paid or there shall otherwise be paid (or provision be made for the payment) to the Owners of any or all Outstanding Refunding Bonds, as appropriate, of the principal, interest and premium, if any, represented by such Refunding Bonds at the times and in the manner provided herein and in the Refunding Bonds, or as provided in the following paragraph, or as otherwise provided by law consistent herewith, then such Owners shall cease to be entitled to the obligation of the District as provided herein, and such obligation and all agreements and covenants of the District and of the County to such Owners hereunder and under such Refunding Bonds shall thereupon be satisfied and discharged and shall terminate, except only that the District shall remain liable

for payment of all principal, interest and premium, if any, represented by such Refunding Bonds, but only out of monies on deposit in the interest and sinking fund or otherwise held in trust for such payment; and provided further, however, that the provisions of subsection (I) hereof shall apply in all events.

All or any portion of the Outstanding maturities of the Refunding Bonds may be paid or defeased prior to maturity in the following ways:

(i) by paying or causing to be paid the principal or redemption price of and interest on such Refunding Bonds, as and when the same become due and payable; or

(ii) by irrevocably depositing with the Paying Agent, or an escrow bank, an amount of cash which together with amounts then on deposit in the Debt Service Fund, is sufficient to pay all Refunding Bonds outstanding and designated for defeasance, including all principal of, and interest and premium, if any; or

(iii) by irrevocably depositing with the Paying Agent, or an escrow bank, noncallable Federal Securities, together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon and monies then on deposit in the Debt Service Fund together with the interest to accrue thereon, be fully sufficient to pay and discharge all Refunding Bonds outstanding and designated for defeasance (including all principal thereof and interest and premium, if any, thereon) at or before their maturity date.

(I) *Unclaimed Moneys.* Any money held in any fund created pursuant to this Resolution, or by the Paying Agent in trust, for the payment of the principal of, redemption premium, if any, or interest on the Refunding Bonds and remaining unclaimed for one year after the principal of the Refunding Bonds has become due and payable (whether by maturity or upon prior redemption) shall be transferred to the interest and sinking fund of the District for payment of any outstanding bonds of the District payable from that fund; or, if no such bonds of the District are at such time outstanding, the monies shall be transferred to the general fund of the District as provided and permitted by law.

SECTION 2.04. Book-Entry System.

(A) *Original Delivery.* The Bonds shall be initially delivered in the form of a separate single fully registered Bond (which may be typewritten) for each maturity of the Bonds. Upon initial delivery, the ownership of each such Bond shall be registered on the Registration Books in the name of Cede & Co. (the "Nominee"). Except as provided in subsection (C), the ownership of all of the Outstanding Bonds shall be registered in the name of the Nominee on the Registration Books.

With respect to Bonds the ownership of which shall be registered in the name of the Nominee, the District and the Paying Agent shall have no responsibility or obligation to any Depository System Participant or to any person on behalf of which the Depository holds an interest in the Bonds. Without limiting the generality of the immediately preceding sentence, the District and the Paying Agent shall have no responsibility or obligation with respect to (i) the accuracy of the records of the Depository, the Nominee or any Depository System Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Depository System Participant or any other person, other than an Owner as shown in the Registration Books, of any notice with respect to the Bonds, including any notice of redemption, (iii) the selection by the Depository of the beneficial interests in the Bonds to be redeemed in the event the District elects to redeem the Bonds in part, (iv) the payment to any Depository System Participant or any other person, other than an Owner as shown in the Registration Books, of any amount with respect to principal, premium, if any, or interest on the Bonds or (v) any consent given or other action taken by the Depository as Owner of the Bonds. The District and the Paying Agent may treat and consider the person in whose name each Bond is registered as the absolute owner of such Bond for the purpose of payment of principal, premium and interest on such Bond, for the purpose of giving notices of redemption and other matters with respect to such Bond, for the purpose of registering transfers of ownership of such Bond, and

for all other purposes whatsoever. The Paying Agent shall pay the principal of and interest and premium, if any, on the Bonds only to the respective Owners or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge all obligations with respect to payment of principal of and interest and premium, if any, on the Bonds to the extent of the sum or sums so paid. No person other than an Owner shall receive a Bond evidencing the obligation of the District to make payments of principal, interest and premium, if any, pursuant to this Resolution. Upon delivery by the Depository to the Nominee of written notice to the effect that the Depository has determined to substitute a new nominee in its place, and subject to the provisions herein with respect to Record Dates, such new nominee shall become the Nominee hereunder for all purposes; and upon receipt of such a notice the District shall promptly deliver a copy of the same to the Paying Agent.

(B) *Representation Letter.* In order to qualify the Bonds for the Depository's book-entry system, the District and the Paying Agent shall execute and deliver to such Depository a letter representing such matters as shall be necessary to so qualify the Bonds. The execution and delivery of such letter shall not in any way limit the provisions of subsection (A) above or in any other way impose upon the District or the Paying Agent any obligation whatsoever with respect to persons having interests in the Bonds other than the Owners. The Paying Agent agrees to comply with all provisions in such letter with respect to the giving of notices thereunder by the Paying Agent. In addition to the execution and delivery of such letter, the District may take any other actions, not inconsistent with this Resolution, to qualify the Bonds for the Depository's book-entry program.

(C) *Transfers Outside Book-Entry System.* In the event that either (i) the Depository determines not to continue to act as Depository for the Bonds, or (ii) the District determines to terminate the Depository as such, then the District shall thereupon discontinue the book-entry system with such Depository. In such event, the Depository shall 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, to the Paying Agent on or before the date such replacement Bonds are to be issued. The Depository, by accepting delivery of the Bonds, agrees to be bound by the provisions of this subsection (C). If, prior to the termination of the Depository acting as such, the District fails to identify another Securities Depository to replace the Depository, then the Bonds shall no longer be required to be registered in the Registration Books in the name of the Nominee, but shall be registered in whatever name or names the Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Article 2. Prior to its termination, the Depository shall furnish the Paying Agent with the names and addresses of the Participants and respective ownership interests thereof.

(D) *Payments to the Nominee.* Notwithstanding any other provision of this Resolution to the contrary, so long as any Bond is registered in the name of the Nominee, all payments by the District or the Paying Agent with respect to principal of and interest and premium, if any, on such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the letter described in subsection (B) of this Section or as otherwise instructed by the Depository.

Section 2.05. Form of Bonds. The Bonds, the form of the Paying Agent's certificate of authentication and registration and the form of assignment to appear thereon shall be substantially in the form, with necessary or appropriate variations, omissions and insertions, as permitted or required by this Resolution, as set forth in **Exhibit A** attached hereto.

Section 2.06. Execution of Bonds. The Bonds shall be executed on behalf of the Board by the facsimile signatures of the President of the Board or the Superintendent and countersigned by the Clerk of the Board of Trustees who are in office on the date of adoption of this Resolution or at any time thereafter, and the seal of the District, if any, shall be impressed, imprinted or reproduced by facsimile thereon. If any officer whose signature appears on any Bond ceases to be such officer before delivery of the Bonds to the purchaser, such signature shall nevertheless be as effective as if the officer had remained in office until the

delivery of the Bonds to the purchaser. Any Bond may be signed and attested on behalf of the Board by such persons as at the actual date of the execution of such Bond shall be the proper officers of the District although at the nominal date of such Bond any such person shall not have been such officer of the District.

Only such Bonds as shall bear thereon a certificate of authentication and registration in the form set forth in **Exhibit 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 shall be conclusive evidence that the Bonds so registered have been duly authenticated, registered and delivered hereunder and are entitled to the benefits of this Resolution.

Section 2.07. Transfer of Bonds. Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept pursuant to the provisions of Section 2.09 hereof, 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 Principal 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 shall 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 or Bonds shall be surrendered for transfer, the District shall execute and the Paying Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount.

No transfers of Bonds shall 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.

Section 2.08. Exchange of Bonds. 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 shall 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 exchanges of Bonds shall 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.

Section 2.09. Bond Register. The Paying Agent shall keep or cause to be kept sufficient books for the registration and transfer of the Bond (the "Registration Books"), 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, Bonds as herein before provided.

Section 2.10. Temporary Bonds. The Bonds may be initially issued in temporary form exchangeable for definitive Bonds when ready for delivery. The temporary Bonds may be printed, lithographed or typewritten, shall be of such denominations as may be determined by the District, and may contain such reference to any of the provisions of this Resolution as may be appropriate. Every temporary Bond shall be executed by the District upon the same conditions and in substantially the same manner as the definitive Bonds. If the District issues temporary Bonds it will execute and furnish definitive Bonds without delay, and thereupon the temporary Bonds may be surrendered, for cancellation, in exchange therefor at the Principal Office of the Paying Agent and the Paying Agent shall deliver in exchange for such temporary Bonds an equal aggregate principal amount of definitive Bonds of authorized denominations. Until so exchanged, the temporary Bonds shall be entitled to the same benefits pursuant to this Resolution as definitive Bonds executed and delivered hereunder.

Section 2.11. Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond shall become mutilated the District, at the expense of the Owner of said Bond, shall execute, and the Paying Agent shall thereupon

authenticate and deliver, a new Bond of like maturity and principal amount in exchange and substitution for the Bond so mutilated, but only upon surrender to the Paying Agent of the Bond so mutilated. Every mutilated Bond so surrendered to the Paying Agent shall be canceled by it and delivered to, or upon the order of, the District. If any Bond shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the District and, if such evidence be satisfactory to the District and indemnity satisfactory to it shall be given, the District, at the expense of the Owner, shall execute, and the Paying Agent shall thereupon authenticate and deliver, a new Bond of like maturity and principal amount in lieu of and in substitution for the Bond so lost, destroyed or stolen. The District may require payment of a sum not exceeding the actual cost of preparing each new Bond issued under this Section and of the expenses which may be incurred by the District and the Paying Agent in the premises. Any Bond issued under the provisions of this Section 2.11 in lieu of any Bond alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the District whether or not the Bond so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be equally and proportionately entitled to the benefits of this Resolution with all other Bonds issued pursuant to this Resolution.

ARTICLE III

ISSUE OF BONDS; APPLICATION OF BOND PROCEEDS; SECURITY FOR THE BONDS; DEBT SERVICE FUND

Section 3.01. Issuance and Delivery of Bonds. The Refunding Bonds of the District shall be issued and sold through a negotiated sale pursuant to and in accordance with the provisions of the Act and as set forth herein and in Article IV. At any time after the execution of this Resolution the District may sell, issue and deliver the Bonds. The District Representative shall be, and is hereby, directed to cause the Bonds to be printed, signed and sealed, and to be delivered to the Underwriter upon receipt of the purchase price therefor, and upon the Underwriter's performance of the conditions imposed by the District. The Paying Agent is hereby authorized to deliver the Bonds to the Underwriter, upon receipt of a Written Request of the District.

Pursuant to Section 53552 of the Act, the Board hereby finds and determines that the prudent management of the fiscal affairs of the District requires that the Refunding Bonds be issued; *provided that the total net interest cost to maturity on the Refunding Bonds plus the principal amount of the Refunding Bonds shall not exceed the total net interest cost to maturity on the Refunded Bonds plus the principal amount of the Refunded Bonds.* The District shall be provided with written confirmation of the foregoing sentence at or prior to closing of the Refunding Bonds.

Section 3.02. Application of Proceeds of Sale of Bonds. A portion of the net proceeds of the Refunding Bonds in an amount allocated to purchase any Federal Securities necessary to defease the Refunded Bonds will be transferred to the Escrow Bank for deposit in the Escrow Fund established under the Escrow Agreement, which, together with any amounts available under the Prior Bonds Resolution and any amounts held uninvested in the Escrow Fund will be sufficient to defease the Refunded Bonds. A portion of the proceeds of the sale of the Refunding Bonds necessary to pay all costs of issuing the Refunding Bonds not being paid by the Underwriter shall be deposited in the fund of the District designated as the "Oxnard School District 2015 Refunding Bonds Costs of Issuance Fund" (the "Costs of Issuance Fund") and shall be kept separate and distinct from all other District funds, and those proceeds shall be used solely for the purpose of paying Costs of Issuance of the Refunding Bonds. The Cost of Issuance Fund may at the discretion of the District be held by the Paying Agent or other Costs of Issuance Custodian. The District Representatives, each, are hereby authorized to execute and deliver an agreement providing for the payment and administration of the Costs of Issuance.

Any accrued interest or premium received by the District from the sale of the Refunding Bonds shall be kept separate and apart from other District and County funds. Any excess proceeds of the Refunding Bonds not needed for the authorized purposes set forth herein for which the Refunding Bonds

are being issued shall be transferred to the Debt Service Fund and applied to the payment of principal and interest on the Refunding Bonds. If, after payment in full of the Refunding Bonds, there remain excess proceeds, any such excess amounts shall be transferred to the general fund of the District.

Funds on deposit in the debt service fund established for the Refunded Bonds pursuant to the Prior Bonds Resolution, and collected to make the debt service payments on the Refunded Bonds may either be used to continue to pay the interest or principal due on any outstanding Prior Bonds, or may be transferred to the Escrow Fund and applied as set forth in the Escrow Agreement for the refunding of the Refunded Bonds, or may be used to pay principal and interest due, if any, on the Refunding Bonds.

Notwithstanding any of the foregoing, the provisions of this Section as they relate to the dispersal and allocation of moneys on deposit in the debt service funds established for the Refunded Bonds and the provisions of this Section as they relate to the application of any proceeds from the sale of the Refunding Bonds may be amended by the Purchase Contract so long as the transactions contemplated by such amendment are in compliance with the provisions of the Act.

Interest earned on the investment of monies held in the Debt Service Fund shall be retained in the Debt Service Fund and used to pay principal and interest on the Refunding Bonds when due.

Section 3.03. Security for the Bonds; Ad Valorem Tax; Actions Completed. The Refunding Bonds are general obligations of the District, and the Board of Supervisors of the County has the power, is obligated to, and shall levy *ad valorem* taxes upon all property within the District subject to taxation, without limitation of rate or amount, for the payment of the Bonds and the interest and redemption premium, if any, thereon, in accordance with and subject to Sections 15250 and Section 15252 of the California Education Code.

The District hereby requests the Auditor Controller of the County to cause to be levied 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 Refunding Bonds are Outstanding in an amount sufficient to pay the principal of and interest on the Refunding Bonds when due, including the principal of any Refunding Bonds upon the mandatory sinking fund redemption thereof under Section 2.03(B), which moneys when collected will be placed in the Debt Service Fund.

The District Board determines that all acts and conditions necessary to be performed by the District Board or to have been met precedent to and in the issuing and sale of the Refunding Bonds in order to make them legal, valid and binding general obligations of the District, secured as set forth herein, have been performed and have been met, or will at the time of delivery of the Refunding Bonds have been performed and met, in regular and due form as required by law; that the Board of Supervisors of the County has the power and is obligated to levy *ad valorem* taxes for the payment of the Refunding Bonds and the interest thereon without limitation as to rate or amount upon all property within the District subject to taxation (except for certain classes of personal property); and that no statutory or Constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Refunding Bonds.

Section 3.04. Debt Service Fund. The District hereby instructs the County Office of Education to establish, hold and maintain, while the Refunding Bonds are outstanding, a fund to be used only for payments of principal and interest on the Refunding Bonds to be known as the "Oxnard School District 2015 General Obligation Refunding Bonds Debt Service Fund" (the "Debt Service Fund"), which shall be maintained by the County Office of Education as a separate account, distinct from all other funds of the District, County and County Office of Education, into which shall be paid on receipt thereof, (i) the portion of the Bond proceeds designated in Section 3.02 of this Resolution, and (ii) the proceeds of any and all *ad valorem* taxes levied by the County, as directed by the District pursuant to Section 3.03 herein, for payment of principal on, and interest and premium, if any, on the Refunding Bonds. The Debt Service Fund shall be administered and disbursements made in the manner set forth in Section 3.05 hereof.

The Debt Service Fund is hereby pledged for the payment of principal on, and interest and premium, if any, on the Refunding Bonds. The moneys in the Debt Service Fund shall be transferred by the County Office of Education to the Paying Agent upon Written Request of the District filed with the County Office of Education, as required to pay principal of, and interest on, the Refunding Bonds.

Section 3.05. Disbursements From Debt Service Fund. The moneys in the Debt Service Fund, to the extent necessary to pay Debt Service on the Refunding Bonds as the same becomes due and payable, shall be transferred by the County Treasurer, upon direction from the County Office of Education, to the Paying Agent which, in turn, shall pay such moneys to DTC to pay the Debt Service on the Bonds. DTC will thereupon make payments of Debt Service on the Bonds to the DTC Participants who will thereupon make payments of Debt Service to the beneficial owners of the Bonds. Any moneys remaining in the Debt Service Fund after Debt Service on the Bonds has been paid, or provision for such payment has been made, shall be transferred to the general fund of the District, pursuant to Section 15234 of the California Education Code.

Section 3.06. No Liability of the County. Notwithstanding anything stated to the contrary in this Resolution, (a) the Bonds are not a debt of the County, the State of California, or any political subdivisions other than the District or any of the officers, officials, agents and employees thereof neither, the County, State of California or any political subdivisions nor any of the officers, officials, agents and employees thereof, has no obligation to repay the Bonds; (b) the County's sole responsibilities hereunder are to levy a tax for the repayment of the Bonds, as provided in Sections 15140, 15146 and 15250, respectively, of the California Education Code, and (i) neither the County, nor the Board, nor any officer, official, agent or employee of the County, shall have any obligation or liability hereunder or in connection with the transactions contemplated hereby other than as specified in said Code Sections; (ii) the Bonds, including interest thereon, shall be payable solely from taxes levied by the Board of Supervisors of the County pursuant to Section 15250 of the California Education Code; and (iii) the County, including its Board, officers, officials, agents and employees, shall retain all of their respective constitutional and statutory privileges, immunities, rights and defenses in carrying out their duties in connection with levying the tax to repay the Refunding Bonds.

Section 3.07. Investments. All moneys held in any of the funds or accounts established with the County Office of Education hereunder shall be invested by the County Treasurer 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 shall be deemed to be part of such fund or account.

ARTICLE IV SALE OF THE BONDS; OFFICIAL STATEMENT

Section 4.01. Sale of the Bonds. Pursuant to Section 53583(c) of the Act, the Refunding Bonds shall be sold to the Underwriter at a negotiated sale upon the direction of a District Representative and pursuant to the terms and conditions set forth in the Bond Purchase Agreement.

The form of the Bond Purchase Agreement by and between the District and Stifel, Nicolaus & Company, Incorporated (the "Underwriter"), substantially in the form on file with the Clerk of the Board is hereby approved and each of the District Representatives is hereby authorized and requested to execute and deliver the Bond Purchase Agreement, with such changes therein, deletions therefrom and modifications thereto as the District Representative executing the Bond Purchase Agreement may approve, such approval to be conclusively evidenced by the execution and delivery thereof; provided, however, that (i) the Underwriter's discount, excluding original issue discount or premium on the Refunding Bonds, shall not exceed 0.385% of the aggregate of principal amount of Refunding Bonds, (ii) the Refunding Bonds shall be issued only if the total net interest cost to maturity on such Refunding Bonds plus the principal

amount of such Refunding Bonds does not exceed the total net interest cost to maturity plus the principal amount of the Refunded Bonds; and (iii) the maximum interest rate on the Refunding Bonds shall not exceed 8.0%. Each District Representative is further authorized to determine the specific maturities of Prior Bonds to be refunded and the principal amount of the Refunding Bonds to be sold pursuant to the Bond Purchase Agreement, up to an aggregate of \$15,500,000.

Section 4.02. Official Action. All actions heretofore taken by the officers and agents of the District with respect to the sale and issuance of the Bonds are hereby approved, and the District Representative and all other officers of the District are hereby authorized and directed for and in the name and on behalf of the Board, to do any and all things and take any and all actions relating to the execution and delivery of any and all certificates, requisitions, agreements and other documents, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of the Bonds in accordance with this resolution.

Section 4.03. Preliminary Official Statement. The Preliminary Official Statement in substantially the form presented to this Board, with such changes, insertions and omissions as may be approved by a District Representative, is hereby approved, and the use of such Preliminary Official Statement in connection with the offering and sale of the Refunding Bonds is hereby authorized and approved. The District Representatives are each hereby authorized to certify on behalf of the District that such Preliminary Official Statement is deemed final as of its date, within the meaning of Rule 15c2-12 of the Securities Exchange Act of 1934 (except for the omission of certain final pricing, rating and related information as permitted by Rule 15c2-12). The Underwriter is hereby authorized to distribute copies of the Preliminary Official Statement in connection with the offering and sale of the Refunding Bonds.

Section 4.04. Official Statement. The preparation and delivery of a final official statement (the "Official Statement") with respect to the Refunding Bonds, and its delivery by the Underwriter to the purchasers of the Refunding Bonds, is hereby authorized and approved. Such Official Statement shall be in substantially the form of the Preliminary Official Statement distributed in connection with the public offering of the Refunding Bonds with such changes, insertions and omissions as may be approved by a District Representative, such approval to be conclusively evidenced by the execution and delivery thereof. The District Representatives are each hereby authorized and directed, for and in the name of and on behalf of the District, to execute the Official Statement and any amendment or supplement thereto and thereupon to cause such Official Statement and any such amendment or supplement to be delivered to the Underwriter.

Section 4.05. Continuing Disclosure Certificate. The Continuing Disclosure Certificate, in substantially the form attached as Appendix E to the Preliminary Official Statement, is hereby approved, and the District Representatives are each hereby authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Continuing Disclosure Certificate in substantially said form, as is necessary to cause the requirements of Rule 15c2-12 of the Securities Exchange Act of 1934 to be satisfied, with such changes, insertions and omissions as the District Representative executing the same may require or approve, such determination, requirement or approval to be conclusively evidenced by the execution of the Continuing Disclosure Certificate by such District Representative.

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 shall not be considered a default by the District hereunder or under the Refunding Bonds; however, any Participating Underwriter (as such term is defined in the Continuing Disclosure Certificate) or any holder or beneficial owner of the Refunding Bonds may, take such actions as may be necessary and appropriate to compel performance, including seeking mandate or specific performance by court order.

Section 4.06. Other Actions, Determinations and Approvals.

(A) Negotiated Sale Authorization. The Bonds shall be sold to the Underwriter by negotiated sale as provided in Section 4.01, as much as such sale will: (i) allow the District to utilize the services of consultants familiar with the financial needs, status and plans of the District; (ii) result in a lower overall cost of borrowing; (iii) allow the District to control the timing of the sale of the Refunding Bonds to the municipal bond market; and (iv) potentially, allow the sale to be structured so as to take advantage of interest rate opportunities for favorable sale of the Refunding Bonds.

(B) Escrow Agreement; Escrow Agent. The form of Escrow Agreement on file with the Clerk of the Board is hereby approved. Each District Representative, acting alone, is authorized and directed, for and in the name and on behalf of the District, to execute and deliver the Escrow Agreement in substantially said form, with such changes therein as the District officer(s) executing the same may require or approve to provide for the refunding of the Refunded Bonds to which such Escrow Agreement relates, such approval to be conclusively evidenced by the execution and delivery thereof by one or more of such officers.

The Board hereby appoints U.S. Bank National Association as escrow bank for the Refunding Bonds and authorizes U.S. Bank National Association to perform the duties of the escrow agent under the Escrow Agreement.

(C) Retention of Consultants. Caldwell Flores Winters, Inc., is acting as financial advisor to the District, Garcia, Hernández, Sawhney & Bermudez, LLP has been selected as the District's bond counsel, the Law Offices of Samuel Norber is serving as special tax counsel to the District, Jones Hall, A Professional Law Corporation, has been selected as the District's disclosure counsel, and Stifel, Nicolaus & Company, Incorporated will serve as underwriter. The District Representatives are authorized and directed to enter into contracts or agreements with said consultants and to retain other consultants, as deemed necessary or desirable by the Superintendent, with the advice of the Financial Advisor, in connection with the issuance of the Refunding Bonds and the refunding of the Refunded Bonds, including but not limited to retaining certified public accountants to provide a report verifying the accuracy of computations as to the sufficiency of the funds deposited in escrow and available to refund the Refunded Bonds.

(D) Bond Insurance. If it appears in the best interests of the District to acquire municipal bond insurance to provide credit enhancement with respect to the Bonds, the Superintendent is hereby authorized to make such determination and is further authorized to enter into an agreement with the selected municipal bond insurer, if any, and to deliver in connection therewith such documents and certificates as required to give effect to such determination.

(E) Estimated Costs of Issuance. The estimated Costs of Issuance are \$163,250, excluding underwriter's compensation and bond insurance costs, but including the bond counsel, special tax counsel and disclosure counsel fees and costs, costs of printing the Official Statement, rating agency fees, paying agent and escrow agent fees and costs and other costs related to the issuance of the Refunding Bonds and the redemption of the Refunded Bonds. Actual Costs of Issuance will be determined and presented to the Board subsequent to sale of the Refunding Bonds.

(F) Authority of Board and District Staff. Officers of the Board of Trustees, the District Representatives and other District staff are hereby authorized and directed, jointly and severally, to do any and all things and to execute and deliver any and all documents which District Representatives may deem necessary or advisable in order to proceed with the issuance of the Refunding Bonds and otherwise carry out, give effect to and comply with the terms and intent of this Resolution. Such actions heretofore taken by such officers, officials and staff are hereby ratified, confirmed and approved.

Each of the District Representatives, acting alone, is hereby authorized to take any and all actions necessary or desirable to allow the Underwriter to comply with Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934, as amended.

(G) Determinations Regarding Refunding Bonds. The Board hereby finds and determines that (i) the prudent management of the fiscal affairs of the District requires that it issue the Refunding Bonds and (ii) the total net interest cost to maturity on the Refunding Bonds plus the principal amount of the Refunding Bonds will be less than the total net interest cost to maturity on the Refunded Bonds being refunded plus the principal amount of the Refunded Bonds being refunded.

(H) The provisions of this Resolution may be amended by the Bond Purchase Agreement.

ARTICLE V COVENANTS

Section 5.01. Punctual Payment. The District shall, pursuant to Section 15140(b) of the California Education Code, send a certified copy of this Resolution, together with the debt service schedule for the Refunding Bonds, to the County Treasurer and the County Office of Education to assure that the Auditor-Controller will levy *ad valorem* taxes, as provided in Section 15250 of the Act, so as to enable the District to punctually pay, or cause to be paid, the principal of and interest on the Refunding Bonds, in conformity with the terms of the Refunding 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. Extension of Time for Payment. In order to prevent any accumulation of claims for interest after maturity, the District will not, directly or indirectly, extend or consent to the extension of the time for the payment of any claim for interest on any of the Bonds and will not, directly or indirectly, approve any such arrangement by purchasing or funding said claims for interest or in any other manner. In case any such claim for interest shall be extended or funded, whether or not with the consent of the District, such claim for interest so extended or funded shall not be entitled, in case of default by the District hereunder, to the benefits of this Resolution, except subject to the prior payment in full of the principal of all of the Bonds then Outstanding and of all claims for interest which shall not have so extended or funded.

Section 5.03. Tax Covenants. (A) Private Activity Bond Limitation. The District shall assure that the proceeds of the Refunding Bonds are not so used as to cause the Refunding Bonds to satisfy the private business tests of section 141(b) of the Code or the private loan financing test of section 141(c) of the Internal Revenue Code of 1986 (the "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 Refunding Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code.

(C) Rebate Requirement. The District shall take any and all actions necessary to assure compliance with section 148(f) of the Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Refunding Bonds.

(D) No Arbitrage. The District shall not take, or permit or suffer to be taken by the Trustee or otherwise, any action with respect to the proceeds of the Refunding Bonds which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the date of issuance of the Refunding Bonds would have caused the Refunding Bonds to be "arbitrage bonds" within the meaning of section 148 of the Code.

(E) Maintenance of Tax Exemption. The District shall take all actions necessary to assure the exclusion of interest on the Refunding Bonds from the gross income of the Owners of the Refunding Bonds

to the same extent as such interest is permitted to be excluded from gross income under the Code as in effect on the date of issuance of the Refunding Bonds.

ARTICLE VI THE PAYING AGENT

Section 6.01. Appointment of Paying Agent. U.S. Bank National Association, Los Angeles, California, is hereby appointed as Paying Agent for the Bonds. The Paying Agent shall 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 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 this Resolution by executing and delivering to the District a certificate to that effect. The Superintendent is hereby authorized to designate a different paying agent for the Bonds prior to the issuance of the Bonds provided such paying agent meets the conditions set forth below and accepts such duties and obligations by executing and delivering to the District a certificate 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 Fifty Million Dollars (\$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, pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purposes of this Section 6.01 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 Bond Owners of such resignation. Upon receiving notice of such resignation, 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 shall become effective upon acceptance of appointment by the successor Paying Agent.

Section 6.02. Paying Agent May Hold Bonds. The Paying Agent may become the owner of any of the 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 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 Bonds, nor shall incur any responsibility in respect thereof, other than as set forth in this Resolution. The Paying Agent shall not be 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 shall not be 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 shall have 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 shall not be 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 Agents. 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 EVENTS OF DEFAULT AND REMEDIES OF BONDOWNERS

Section 7.01. Events of Default. Any one or more of the following events shall constitute an “event of default:”

(A) if default shall be made by the District in the due and punctual payment of Debt Service or redemption premium, if any, on any Bond when and as the same shall become due and payable, whether at maturity as therein expressed, by declaration or otherwise;

(B) if default shall be made by the District in the observance of any of the covenants, agreements or conditions on its part in this Resolution or in the Bonds contained, and such default shall have continued for a period of thirty (30) days after written notice thereof to the District Representative; or

(C) if the District shall file a petition seeking reorganization or arrangement under the federal bankruptcy laws or any other applicable law of the United States of America, or if a court of competent jurisdiction shall approve a petition, seeking reorganization of the District under the federal bankruptcy laws or any other applicable law of the United States of America, or if, under the provisions of any other law for the relief or aid of debtors, any court of competent jurisdiction shall assume custody or control of the District or of the whole or any substantial part of its property.

Section 7.02. Application of Funds Upon Default. All of the sums in the Debt Service Fund and accounts provided for in Section 3.04 hereof upon the occurrence of an Event of Default as provided in Section 7.01 hereof, and all sums thereafter received by the Paying Agent hereunder, shall be applied by

the Paying Agent in the following order upon presentation of the Bonds, and the stamping thereon of the payment if only partially paid, or upon the surrender thereof if fully paid:

First, to the payment of the costs and expenses of the Paying Agent hereunder and of the costs and expenses of Bondowners in declaring such event of default, including reasonable compensation to their agents, attorneys and counsel;

Second, in case the principal of the Bonds shall not have become due and payable, to the payment of the interest in default in the order of the maturity of the installments of such interest, with interest on the overdue installments at the rate of twelve percent (12%) per annum (to the extent that such interest on overdue installments shall have been collected), such payments to be made ratably to the persons entitled thereto without discrimination or preference;

Third, in case any principal of the Bonds shall have become and shall be then due and payable, all such sums shall be applied to the payment of the whole amount then owing and unpaid upon the Bonds for principal and interest, with interest on the overdue principal and installments of interest at the rate of twelve percent (12%) per annum (to the extent that such interest on overdue installments of interest shall have been collected), and in case such moneys shall be insufficient to pay in full the whole amount so owing and unpaid upon the Bonds, then to the payment of such principal and interest without preference or priority of principal over interest, or interest over principal, or of any installment of interest over any other installment of interest, ratably to the aggregate of such principal and interest.

Section 7.03. Remedies of Bondowners. Any Bondowner shall have the right, for the equal benefit and protection of all Bondowners 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 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 Bondowners' rights; or

(C) upon the happening of any event of default (as defined in Section 7.01 hereof), 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 7.04. Non-Waiver. Nothing in this Article VII or in any other provision of this Resolution, or in the Bonds, shall affect or impair the obligation of the District, which is absolute and unconditional, to pay the principal of and interest on the Bonds to the respective Owners of the Bonds at the respective dates of maturity, as herein provided, or affect or impair 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 Bonds.

A waiver of any default by any Bondowner 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 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 Bondowners by this Article VI may be enforced and exercised from time to time and as often as shall be deemed expedient by the Owners of the Bonds.

If a suit, action or proceeding to enforce any right or exercise any remedy be abandoned or determined adversely to the Bondowners, the District and the Bondowners shall be restored to their former positions, rights and remedies as if such suit, action or proceeding had not been brought or taken.

Section 7.05. Remedies Not Exclusive. No remedy herein conferred upon the Owners of Bonds shall be exclusive of any other remedy and that each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or thereafter conferred on the Bondowners.

ARTICLE VIII SUPPLEMENTAL RESOLUTIONS

Section 8.01. Supplemental Resolutions Effective Without Consent of the Owners. For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution of the Board may be adopted, which, without the requirement of consent of the Owners of the Bonds, shall be fully effective in accordance with its terms:

(A) To add covenants and agreements of the Board in this Resolution, which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(B) To add limitations and restrictions in this Resolution, other limitations and restrictions to be observed by the Board which are not contrary to or inconsistent with this Resolution as theretofore in effect;

(C) To confirm, as further assurance, any pledge of the District under this Resolution, of any moneys, securities or funds, or to establish any additional funds or accounts to be held under this Resolution;

(D) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution; or

(E) To make such additions, deletions or modifications as may be necessary to assure exclusion from gross income for purposes of federal income taxation of interest on the Bonds.

Section 8.02. Supplemental Resolutions Effective With Consent of the Owners. Any modification or amendment of this Resolution and of the rights and obligations of the District and of the Owners of the Bonds, in any particular, may be made by a Supplemental Resolution, with the written consent of the Owners of at least two-thirds in aggregate principal amount of the Bonds Outstanding at the time such consent is given. No such modification or amendment shall permit a change in the terms of maturity of the principal of any Outstanding Bonds or of any interest payable thereon or a reduction in the principal amount thereof or in the rate of interest thereon, or shall reduce the percentage of Bonds the consent of the Owners of which is required to effect any such modification or amendment, or shall change any of the provisions in Section 7.01 hereof relating to Events of Default, or shall reduce the amount of moneys pledged by the District for the repayment of the Bonds without the consent of all the Owners of such Bonds, or shall change or modify any of the rights or obligations of any Paying Agent without its written assent thereto.

ARTICLE IX MISCELLANEOUS

Section 9.01. Benefits of Resolution Limited to Parties. Nothing in this Resolution, expressed or implied, is intended to give to any person other than the Board, the District, the Paying Agent and the Owners of the Bonds, any right, remedy, claim under or by reason of this Resolution. Any covenants, stipulations, promises or agreements in this Resolution contained by and on behalf of the District shall be for the sole and exclusive benefit of the Owners of the Bonds.

Section 9.02. Discharge of Resolution. 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 from and after such time as the

District pays or makes provision for the payment of all Refunding Bonds then Outstanding (as contemplated in Section 2.03 of this Resolution) and pays or causes to be paid all other sums payable hereunder by the District. 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 Refunding Bonds not theretofore surrendered for such payment or redemption.

The District may at any time surrender to the Paying Agent for cancellation any Refunding Bonds which the District may have acquired in any manner whatsoever, and such Refunding Bonds, upon such surrender and cancellation, shall be deemed to be paid and retired and the obligations of the District as to such Refunding Bonds shall cease and terminate.

Section 9.03. Compliance with Proposition 39 Requirements. The District hereby determines that it has complied or will comply with the applicable requirements of Proposition 39, and related statutory provisions. Specifically, pursuant to Section 1(b)(3) of Article XIII A of the California Constitution, the proceeds of the sale of the Refunded Bonds have been used only for the school facilities projects as approved by the voters under the Prior Bonds Authorization, and not for any other purposes.

Section 9.04. Execution of Documents and Proof of Ownership by Bondowners. Any request, declaration or other instrument which this Resolution may require or permit to be executed by Bondowners may be in one or more instruments of similar tenor, and shall be executed by Bondowners in person or by their attorneys appointed in writing.

Except as otherwise herein expressly provided, the fact and date of the execution by any Bondowner 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 Bonds and the amount, maturity, number and date of holding the same shall be proved by the registry books.

Any request, declaration or other instrument or writing of the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the District, the Paying Agent or the District Representative in good faith and in accordance therewith.

Section 9.05. Waiver of Personal Liability. No board member, officer, agent or employee of the Board or the District shall be individually or personally liable for the payment of the principal of or interest on the 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 9.06. Destruction of Canceled Bonds. Whenever in this Resolution provision is made for the surrender to the District of any Bonds which have been paid or canceled pursuant to 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 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 Bonds therein referred to.

Section 9.07. Report to CDIAC. The Board of Trustees hereby directs that, following the sale and delivery of the Refunding Bonds, an itemized summary of the costs of the sale, issuance and delivery costs of the Refunding Bonds shall be provided to the California Debt and Investment Advisory Commission.

The Board of Trustees determines that submission of such information as part of the filing of the Report of Final Sale for the Refunding Bonds constitutes compliance with Education Code Section 15146(c)(2).

A District Representative is hereby authorized and directed to cause notices of the proposed sale and final sale of the Refunding Bonds to be filed in a timely manner with the California Debt and Investment Advisory Commission pursuant to California Government Code Section 8855, and any such notice previously filed is hereby ratified.

Section 9.08. 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 Board 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 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 District Representative in trust for the benefit of the Bondowners.

Section 9.09. Conditions Precedent. This Board of Trustees determines that all acts and conditions necessary to be performed by the Board of Trustees or to have been met precedent to and in the issuing of the Refunding Bonds, in order to make them legal, valid and binding general obligations of the District have been performed and have been met, or will at the time of delivery of the Refunding Bonds have been performed and have been met, in regular and due form as required by law, and that no statutory or Constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Refunding Bonds.

Section 9.10. Filing and Delivering Resolution. The Clerk of the Board and the District Representatives, each, are hereby authorized to furnish at least two certified copies of this Resolution to Bond Counsel at or prior to closing and to promptly file a certified copy of this Resolution with the Clerk of the County Board of Supervisors and the County Treasurer.

Section 9.11. Effective Date of Resolution. This Resolution shall take effect from and after the date of its passage and adoption.

ADOPTED, SIGNED AND APPROVED this 18th day of March, 2015.

By: _____
President of the Board of Trustees
Oxnard School District, County of
Ventura, California

By: _____
Clerk of the Board of Trustees

STATE OF CALIFORNIA)
)
COUNTY OF VENTURA)

I, Albert Duff, Sr., Clerk of the Board of Trustees of the Oxnard School District, do hereby certify that the foregoing Resolution No. 14-31, was duly adopted by the Board of Trustees of the Oxnard School District at a meeting thereof held on the 18th day of March, 2015, and that it was so adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

By: _____
Clerk of the Board of Trustees
of the Oxnard School District

**EXHIBIT A
FORM OF BOND**

**REGISTERED
NO. R - ____**

**REGISTERED
\$_____**

**OXNARD SCHOOL DISTRICT
2015 GENERAL OBLIGATION REFUNDING BOND
(VENTURA COUNTY, CALIFORNIA)**

INTEREST RATE: MATURITY DATE: DATED AS OF: CUSIP:

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ Dollars

The Oxnard School District, Ventura County, State of California, a school district duly organized and existing under and by virtue of the Constitution and laws of the State of California (the "District"), for value received, promises to pay to the Registered Owner named above, or registered assigns, on the Maturity Date set forth above or upon prior redemption hereof, the Principal Amount specified above and to pay interest thereon, each payment to be made in lawful money of the United States of America, from the interest payment date next preceding the date of authentication of this bond (unless this bond is authenticated as of a date during the period from the Record Date (as defined herein) next preceding any interest payment date to such interest payment date, inclusive, in which event it shall bear interest from such interest payment date, or unless this bond is authenticated on or before July 15, 2015, in which event it shall bear interest from the date hereof) at the interest rate per annum stated above, payable commencing on August 1, 2015, and thereafter on February 1 and August 1 in each year (the "Bond Payment Dates"), until the Principal Amount is paid or provided for.

The principal hereof is payable to the registered owner hereof upon the surrender hereof at the principal corporate trust office of U.S. Bank National Association (the "Paying Agent") in Los Angeles, California. The interest hereon is payable to the person whose name appears on the bond registration books of the Paying Agent as the registered owner hereof as of the close of business on the 15th day of the month preceding a Bond Payment Date (the "Record Date"), whether or not such day is a business day, such interest to be paid by check or draft mailed to such registered owner at the owner's address as it appears on such registration books, or at such other address filed with the Paying Agent for that purpose. Upon written request, given no later than the Record Date immediately preceding an interest payment date, of the owner of Bonds (hereinafter defined) aggregating at least \$1,000,000 in principal amount, interest will be paid in immediately available funds (e.g., by wire transfer) to an account maintained in the United States as specified by the owner in such request. So long as Cede & Co. or its registered assigns shall be the registered owner of this bond, payment shall be made in immediately available funds as provided in the Bond Resolution hereinafter described.

This bond is one of a duly authorized issue of bonds of like tenor amounting in the aggregate to the stated amount of \$_____ and designated as "Oxnard School District 2015 General Obligation

Refunding Bonds” (the “Bonds”). This Bond is one of an authorization of bonds issued by the Oxnard School District pursuant to Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the California Government Code (the “Act”) for the purpose of refunding all or a portion of the outstanding Oxnard School District (County of Ventura, California) General Obligation Bonds, 2006 Election, Series A, and to pay all necessary legal, financial, and contingent costs in connection therewith. The Bonds are being issued under authority of and pursuant to the Act, the laws of the State of California, and the resolution of the Board of Trustees of the District adopted on _____, 2015 (the “Bond Resolution”). The Bonds of this issue are general obligation bonds of the District. The bonds will be secured by the *ad valorem* taxes on a parity with all other general obligation bonds of the District that remain outstanding.

This Bond and the issue of which this Bond is one are payable as to both principal and interest from the proceeds of the levy of *ad valorem* taxes on all property subject to such taxes in the District, which taxes are unlimited as to rate or amount. The Board of Supervisors of Ventura County, California (the “County”) has the power and is obligated to cause the Auditor-Controller to levy such *ad valorem* taxes for the payment of the Bonds and the interest thereon. The Bonds of this issue are general obligations of the District and do not constitute an obligation of the County, the State of California or any of its political subdivisions other than the District. No part of any fund of the County is pledged or obligated to the payment of the Bonds of this issue.

The Bonds are issuable only as fully registered bonds in the denominations of \$5,000 or any integral multiple thereof. Bonds are 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.

Neither the District, the County nor the Paying Agent will be required to (a) issue or transfer any bond during a period beginning with the opening of business on the 15th day of the month next preceding any Bond Payment Date or any date of selection of Bonds to be redeemed and ending with the close of business on the Bond Payment Date or 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.

The Bonds maturing on or before August 1, _____, are not subject to optional redemption. Bonds maturing on and after August 1, _____, are subject to redemption prior to their respective stated maturity dates, at the option of the District, from any source of available funds, in whole or in part, on any date on or after August 1, _____, at the optional redemption prices set forth below:

<u>Redemption Date</u>	<u>Redemption Price</u>
August 1, _____, and thereafter	

The Bonds maturing on August 1, _____ are subject to mandatory sinking fund redemption in part by lot, on August 1 of each year, commencing August 1, _____ and on each August 1 thereafter in accordance with the schedule set forth below. The Bonds so called for mandatory sinking fund redemption shall be

redeemed at the principal amount of such Bonds to be redeemed, plus accrued but unpaid interest, without premium.

Redemption Year
(August 1)

Principal Amount

If less than all of the Bonds of any one maturity shall be called for redemption, the particular Bonds or portions of Bonds of such maturity to be redeemed shall be selected by lot by the District in such manner as the District in its discretion may determine; provided, however, that the portion of any Bond to be redeemed shall be in the principal amount of \$5,000 or some multiple thereof and that, in selecting Bonds for redemption, the Paying Agent shall treat each Bond as representing that number of Bonds which is obtained by dividing the principal amount of such Bond by \$5,000. If less than all of the Bonds shall be called for redemption, the particular Bonds or portions thereof to be redeemed shall be called by lot in any manner which the District in its discretion shall determine.

Notice of redemption shall be mailed, first class postage prepaid to the respective owners of any Bonds designated for redemption at their address appearing on the books required to be kept by the Paying Agent, not less than thirty (30) nor more than sixty (60) days prior to the redemption date, which notice shall specify: (a) the Bonds or designated portions thereof (in the case of redemption of the Bonds in part but not in whole) which are to be redeemed, (b) the date of redemption, (c) the place or places where the redemption will be made, including the name and address of the Paying Agent, (d) the redemption price, (e) the CUSIP numbers (if any) assigned to the Bonds to be redeemed, (f) the Bond numbers of the Bonds to be redeemed in whole or in part and, in the case of any Bond to be redeemed in part only, the Principal Amount of such Bond to be redeemed, and (g) the original issue date, interest rate and stated maturity date of each Bond to be redeemed in whole or in part.

In case of the redemption as permitted herein of all the outstanding Bonds of any one maturity, then outstanding, notice of redemption shall be given by mailing as herein provided, except that the notice of redemption need not specify the serial numbers of the Bonds of such maturity.

Neither the 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 or the cessation of accrual of interest represented thereby from and after the redemption date.

Reference is made to the Bond Resolution for a more complete description of the provisions, among others, with respect to the nature and extent of the security for the Bonds of this series, the rights, duties and obligations of the District, the Paying Agent and the Registered owners, and the terms and conditions upon which the Bonds are issued and secured. The owner of this bond assents, by acceptance hereof, to all of the provisions of the Bond Resolution.

Unless this bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the District or its agent for registration of transfer, exchange, or payment, and any certificate 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 herein.

IT IS CERTIFIED AND RECITED that all acts and conditions required by the Constitution and laws of the State of California to exist, to occur and 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.

This bond shall not be valid or obligatory for any purpose and shall not be entitled to any security or benefit under the Bond Resolution until the Certificate of Authentication below has been signed.

IN WITNESS WHEREOF, the District, has caused this bond to be executed, in their official capacities by the manual or facsimile signature of the President of the Board of Trustees, and to be countersigned by the manual or facsimile signature of the Clerk of the Board of Trustees, and has caused the seal of the District to be affixed hereto, all as of the date stated hereof, all as of the date stated above.

OXNARD SCHOOL DISTRICT

By: Exhibit
President of the Board

ATTEST:

By: Exhibit
Clerk of the Board

[FORM OF CERTIFICATE OF AUTHENTICATION]

This is one of the Bonds described in the within-mentioned Bond Resolution.

Authentication Date: _____

U.S. BANK NATIONAL ASSOCIATION,

Exhibit
Authorized Signatory

STATEMENT OF INSURANCE

[TO COME IF APPLICABLE]

*** *** *** *** *** *** *** *** ***

(FORM OF ASSIGNMENT)

For value received, the undersigned do(es) hereby sell, assign and transfer unto

(print/type the Name, Address and Tax Identification or Social Security Number of the Assignee)

the within Bond and do(es) hereby irrevocably constitute and appoint
_____, attorney, to transfer the same on the bond register of the
Paying Agent, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

- EXHIBIT -

NOTICE: Signature(s) must be guaranteed by a
qualified guarantor

- EXHIBIT -

NOTICE: The signature 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.

\$ _____
OXNARD SCHOOL DISTRICT
(Ventura County, California)
2015 General Obligation Refunding Bonds

BOND PURCHASE AGREEMENT

_____, 2015

Board of Trustees
Oxnard School District
1051 South "A" Street
Oxnard, CA 93030
Ladies and Gentlemen:

Stifel, Nicolaus & Company, Incorporated, 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 Oxnard School District (Ventura County, California) 2015 General Obligation Refunding Bonds (the "Bonds"). The Underwriter shall purchase the Bonds at a purchase price of \$_____ (representing the principal amount of the Bonds, plus original issue premium of \$_____, less Underwriter's discount of \$_____).

The Bonds are issued under the provisions of a resolution adopted by the Board of Trustees of the District on March 18, 2015 (the "Bond Resolution") and the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the "Bond Law"), for the purpose of current refunding certain maturities of 2006 General Obligation Bonds of the District, as more particularly described in the Official Statement for the Bonds. The Bonds shall bear interest at the rates, and shall mature in the years shown on Appendix A hereto, which is incorporated herein by this reference.

The District acknowledges and agrees that (i) the purchase and sale of the Bonds pursuant to this Purchase Agreement is an arm's-length commercial transaction between the District and the Underwriter, (ii) in connection with such transaction, the Underwriter is and has been acting solely as a principal and not as an agent or a fiduciary of the District, (iii) the Underwriter has not assumed (individually or collectively) a fiduciary responsibility in favor of the District with respect to (x) the offering of the Bonds or the process leading thereto (whether or not the Underwriter or any affiliate of the Underwriter has advised or is currently advising

the District on other matters) or (y) any other obligation to the District except the obligations expressly set forth in this Purchase Agreement and (iv) the District has consulted with its own legal, financial and other professional advisors, including Caldwell Flores Winters, Inc., financial advisor to the District, to the extent it deemed appropriate in connection with the offering of the Bonds. The District acknowledges that it has previously provided the Underwriter with an acknowledgment of receipt of the required Underwriter disclosure under Rule G-17 of the Municipal Securities Rulemaking Board (the "MSRB").

2. **The Bonds.** The Bonds shall be dated their date of delivery, and shall otherwise be as described in, and shall be issued and secured pursuant to, the provisions of the Bond Resolution and the Bond Law.

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, New York, New York.

3. **Redemption.** The Bonds shall be subject to redemption as provided in the Bond Resolution and in Appendix A hereto.

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, the Escrow Agreement (as defined in 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 all the Bonds at the initial public offering prices or yields to be set forth on the inside cover page of the Official Statement and in Appendix A hereto. Subsequent to such initial public offering, the Underwriter reserves the right to change such initial public offering prices or yields as it deems necessary in connection with the marketing of the Bonds.

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 _____, 2015 (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 Rule 15c2-12 ("Rule 15c2-12"), except for either revisions or additions to the offering price(s), interest rate(s), yield(s) to maturity, 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 8:00 a.m., California Time, on _____, 2015 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 The Depository Trust Company (“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 Garcia, Hernández, Sawhney & Bermudez, LLP, in San Diego, 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 hereof 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 and the Escrow Agreement, 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 and the Escrow Agreement; (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, the Escrow Agreement 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 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, the Escrow Agreement 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 any of the Bonds, the application of the proceeds of the sale of the Bonds, 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, the Escrow Agreement 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 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 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. The Preliminary Official Statement describes, and the final Official Statement will describe, any instances in the previous five years in which the District failed to comply in all material respects with its prior undertakings pursuant to Rule 15c2-12.

- (j) 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 Section 10(c) 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.

- (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.

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 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 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 16), 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 Preliminary Official Statement and Official Statement.
- (e) Filings. The District authorizes the Underwriter to file, to the extent required by the applicable rules promulgated by the Securities and Exchange Commission 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 Securities and Exchange

Commission (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 “New Issue Disclosure Period” (as defined herein), and if required by an applicable Securities and Exchange Commission Rule or MSRB rule, the Underwriter also shall make the required filings of the amended Official Statement. The “New Issue Disclosure Period” is used as defined in MSRB Rule G-32 and shall end on the twenty-fifth day after the Closing Date.

11. **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. Between the date hereof and the Closing Date, 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 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 a decision rendered by a court established under Article III of the Constitution of the United States or by the United States Tax Court, with the purpose or effect, directly or indirectly, of causing inclusion in gross income for purposes of federal income taxation of the interest received by the owners of the Bonds, or an order, ruling, regulation (final, temporary or proposed) or official statement issued or made:
 - (i) by or on behalf of the United States Treasury Department or by or on behalf of the Internal Revenue Service, with the purpose or effect, directly or indirectly, of causing inclusion in gross income for purposes of federal income taxation of the interest received by the owners of the Bonds; or
 - (ii) by or on behalf of the Securities and Exchange Commission, 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;
- (2) the declaration of war or engagement in major military hostilities by the United States or the occurrence of any other national emergency or calamity 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;
- (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;
- (5) an order, decree or injunction of any court of competent jurisdiction, or order, filing, regulation or official statement by the Securities and Exchange Commission, 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) the withdrawal or downgrading or placement on credit watch of any underlying rating of the District's outstanding indebtedness [or of the Bond Insurer] by a national rating agency; or

- (7) 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.
- (e) Delivery of Documents. At or prior to the date of the Closing, the Underwriter shall receive two 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 REFINANCING PLAN," "THE REFUNDING BONDS" (excluding any and all information contained with respect to the Book-Entry Only System of DTC and Build America Mutual Assurance Company (the "Bond Insurer") and the bond insurance policy issued with respect to the Bonds (the "Bond Insurance Policy"), "TAX MATTERS" and "CONTINUING DISCLOSURE" to the extent they purport to summarize certain provisions of the Bond Resolution, the Continuing Disclosure Certificate, the Escrow Agreement and California law or federal law, fairly and accurately summarize the matters purported to be summarized therein;
 - (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 and the Bond Insurance Policy) 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 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, and (vi) no further consent is required for inclusions of the audit in the Official Statement;
- (5) Arbitrage. A non-arbitrage certificate of the District in form satisfactory to Bond Counsel;

- (6) Bond Resolution. A certificate, together with fully executed copies of the Bond Resolution, of the Clerk of the District Board of Trustees to the effect that:
 - (i) such copies are true and correct copies of the Bond Resolution; 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;
- (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, as 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) Underwriter’s Counsel Opinion. An opinion of Nossaman LLP, as counsel to the Underwriter, dated the Closing Date and addressed to the Underwriter, in form and substance acceptable to the Underwriter;
- (11) Dissemination Agent Certificate. A written certificate of Caldwell, Flores, Winters Inc., in its capacity as dissemination agent for the District, confirming the accuracy of the disclosure in the Official Statement regarding compliance with prior undertakings in the previous five years;
- (12) Rating. Evidence that the Bonds have been assigned ratings of “___” (insured) and “___” (underlying) by Standard & Poor’s Ratings Services, a Standard & Poor’s Financial Services LLC business (“S&P”), based on the delivery of the Bond Insurance Policy, and that each such rating has not been withdrawn or downgraded; and
- (13) [Bond Insurer Documents. A copy of the Bond Insurance Policy, together with supporting opinions and certifications as shall be deemed advisable by Bond Counsel and as may be reasonably requested by the Underwriter.]
- (14) Verification Report. A verification report verifying the sufficiency of funds deposited in the escrow fund, and a fully executed form of the Escrow Agreement.

(15) 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.

12. **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.

13. **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 financial 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, if any, for Bond ratings, including all necessary travel expenses; (v) the cost of the printing and distribution of the Preliminary Official Statement and the Official Statement; (vi) the initial fees of the Paying Agent; (vii) Bond Insurance Policy premium, and (viii) all other fees and expenses incident to the issuance and sale of the Bonds. Such expenses shall be paid from the proceeds of the Bonds or any other lawfully available funds.

Except as provided above, all out-of-pocket expenses of the Underwriter, including but not limited to the fees and disbursements of Underwriter's counsel, California Debt and Investment Advisory Commission fees, travel and costs, shall be paid by the Underwriter.

14. **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:

Stifel, Nicolaus & Company, Incorporated
515 S. Figueroa Street, Suite 1800
Los Angeles, CA 90071
Attn: John R. Baracy, Managing Director

15. **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.

16. **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.

17. **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.

18. **Non-assignment.** 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.

19. **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).

20. **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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

21. **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 the State of California.

Very truly yours,

**STIFEL, NICOLAUS & COMPANY,
INCORPORATED**

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: _____, 2015
Time of Execution: _____ p.m.

APPENDIX A

Maturity Schedule

Maturity Date (August 1)	Principal Amount	Interest Rate	Yield	Price
2015				
2016				
2017				
2018				
2019				
2020				
2021				
2022				
2023				
2024				
2025				
2026				
2027				
2028				
2029				
2030				
2031				
2032				
2033				
2034				
2035				
2036				

Redemption Provisions

[to come]

ESCROW DEPOSIT AND TRUST AGREEMENT

by and between

OXNARD SCHOOL DISTRICT

and

U.S. BANK NATIONAL ASSOCIATION

Dated as of May 1, 2015

RELATING TO

OXNARD SCHOOL DISTRICT
(COUNTY OF VENTURA, CALIFORNIA)
GENERAL OBLIGATION BONDS, 2006 ELECTION, SERIES A
[MATURING ON AUGUST 1 FROM 2028-2033, AND 2036]

ESCROW DEPOSIT AND TRUST AGREEMENT

This ESCROW DEPOSIT AND TRUST AGREEMENT (the "Agreement"), made and entered into as of May 1, 2015, by and between the Oxnard School District (the "District"), and U.S. Bank National Association, a national banking association having a corporate trust office in Los Angeles, California and being qualified to accept and administer the escrow hereby created (the "Escrow Bank").

WITNESSETH:

WHEREAS, at an election held within the boundaries of the District on November 7, 2006 there was submitted to the voters, and approved by more than the fifty-five percent (55%) of the qualified electors of the District, a question as to the issuance and sale of general obligation bonds of the District for purposes set forth in the ballot submitted to the voters, in the maximum principal amount of \$64,000,000 payable from the levy of an *ad valorem* tax against the taxable property in the District (the "Authorization"); and

WHEREAS, pursuant to the Authorization, the applicable provisions of law, and a Resolution adopted on January 17, 2007 by the Board of Trustees of the District (the "Prior Bonds Resolution"), the District authorized the issuance of its General Obligation Bonds, 2006 Election, Series A (the "Prior Bonds"), and said Prior Bonds were subsequently issued in an aggregate principal amount of \$32,000,000; and

WHEREAS, pursuant to Resolution No. 13-36 of the Board of Trustees of the District adopted on May 21, 2014 the District issued its 2014 General Obligation Refunding Bonds (the "2014 Refunding Bonds") to provide moneys to redeem a portion of the then outstanding Prior Bonds, consisting of all serial maturities from August 1, 2016 to and including August 1, 2027, on August 1, 2015 (the "Redemption Date"), at 100% of the principal amount thereof (the "Redemption Price"); and

WHEREAS, pursuant to Resolution No. 14-31 of the Board of Trustees of the District, adopted on March ___, 2015 (the "District Resolution"), the District has determined to issue its 2015 General obligation Refunding Bonds (the "2015 Refunding Bonds") to provide moneys sufficient to redeem the serial Prior Bonds maturing from August 1, 2028 to and including August 1, 2033 and the term Prior Bond maturing on August 1, 2033 (collectively, the "Refunded Bonds") on the Redemption Date, and the Redemption Price; and

WHEREAS, U.S. Bank National Association serves as the paying agent in connection with the payment of principal and interest on the Prior Bonds (the "Prior Bonds Paying Agent"); and

WHEREAS, the District Resolution provides that a portion of the proceeds of the Refunding Bonds shall be set aside in order to provide for the redemption of the Refunded Bonds and that such proceeds shall be deposited in a special escrow fund to be created hereunder and maintained by the Escrow Bank (the "Escrow Fund"); and

WHEREAS, the District has taken action to cause to be delivered to the Escrow Bank, for deposit in the Escrow Fund, Refunding Bond proceeds and amounts on deposit in the debt service fund established for the Prior Bonds to be applied to the purchase of certain securities and

investments consisting of direct noncallable obligations of the United States of America, as listed on **Schedule B** attached hereto and made a part hereof (the "Investment Securities"), with the balance, if any, to be held uninvested in cash; and

WHEREAS, the amount on deposit in the Escrow Fund, together with income to accrue on the Investment Securities, is expected to be sufficient to pay the Redemption Price when due, including payment of principal and interest on the Refunded Bonds due and payable on August 1, 2015.

NOW, THEREFORE, the District and the Escrow Bank hereby agree as follows:

Section 1. Establishment, Funding and Maintenance of Escrow Fund.

(a) The Escrow Bank agrees to establish and maintain the Escrow Fund until final payment of the Refunded Bonds has been made and to hold the securities, investments and moneys therein at all times as a special and separate escrow fund (wholly segregated from all other securities, investments or moneys on deposit with the Escrow Bank). The District shall cause to be deposited with the Escrow Bank \$_____ of proceeds of the 2015 Refunding Bonds. All securities, investments and moneys in the Escrow Fund are hereby irrevocably pledged, subject to the provisions of Section 2 hereof, to secure the payment of the Refunded Bonds. The Escrow Bank shall purchase the Investment Securities as described in **Schedule B** at a cost of \$_____ and shall retain \$_____ of such amount uninvested in cash.

(b) The Escrow Bank hereby acknowledges receipt of the verification report of Causey Demgen & Moore, Inc., certified public accountants, dated as of May 6, 2015 (the "Verification Report") with respect to the District's defeasance and discharge of the Refunded Bonds in the manner and to the extent provided in Section 9.02 of the Prior Resolution.

Section 2. Investment of the Escrow Fund.

(a) The District and the Escrow Bank each shall take all remaining action, if any, necessary to have the Investment Securities issued and registered in the name of the Escrow Bank for the account of the Escrow Fund. Except as otherwise provided in this Section, the Escrow Bank shall not reinvest any cash portion of the Escrow Fund and shall hold such cash portion uninvested.

(b) Upon the written direction of the District, but subject to the conditions and limitations herein set forth, the Escrow Bank shall sell, transfer, request the redemption or otherwise dispose of some or all of the Investment Securities in the Escrow Fund and either hold all or a portion of the proceeds in cash or purchase with all or some of the proceeds derived from such sale, transfer, redemption or other disposition, noncallable and non-prepayable obligations constituting direct obligations issued by the United States Treasury or obligations which are unconditionally guaranteed as to full and timely payment by the United States of America and/or State and Local Government Securities (the "Substitute Investment Securities"). Such sale, transfer, redemption or other disposition of Investment Securities and purchase of Substitute Investment Securities shall be effected by the Escrow Bank upon the written direction of the District but only by a simultaneous transaction and only if (i) a nationally recognized firm of independent certified public accountants shall certify that (a) the Substitute Investment Securities, together with the Investment Securities which will continue to be held in the Escrow Fund, will mature in such principal amounts and earn interest in such amounts and, in each case, at such times so that sufficient moneys will be available

from maturing principal and interest on such Investment Securities and Substitute Investment Securities held in the Escrow Fund, together with any uninvested moneys therein, to make all payments required by Section 3 hereof which have not previously been made, and (b) the amounts and dates of the anticipated payments by the Escrow Bank of the principal and interest on the Refunding Bonds will not be diminished or postponed thereby, and (ii) the Escrow Bank shall receive an unqualified opinion of nationally recognized municipal bond attorneys to the effect that the proposed sale, transfer, redemption or other disposition and substitution of Investment Securities will not adversely affect the exclusion of interest on the Refunding Bonds or the Refunded Bonds from gross income for federal income tax purposes.

(c) Upon the written direction of the District, but subject to the conditions and limitations herein set forth, the Escrow Bank will apply any moneys received from the maturing principal of or interest or other investment income on any Investment Securities and Substitute Investment Securities held in the Escrow Fund, or the proceeds from any sale, transfer, redemption or other disposition of Investment Securities pursuant to Section 2(b) not required for the purposes of said Section, as follows: to the extent such moneys will not be required at any time for the purpose of making a payment required by Section 3 hereof, as certified by a nationally recognized firm of independent certified public accountants, such moneys shall be transferred to the District upon the written direction of the District as received by the Escrow Bank, free and clear of any trust, lien, pledge or assignment securing the Refunded Bonds or otherwise existing hereunder; provided, however, that such funds will be subject to the lien of the District Resolution authorizing the Refunding Bonds.

Section 3. Use of Moneys in the Escrow Fund. The District hereby requests and irrevocably instructs the Escrow Bank, and the Escrow Bank hereby agrees, to collect and deposit in the Escrow Fund the principal of and interest on the Investment Securities and Substitute Investment Securities held for the account of the Escrow Fund, as such principal and interest become due, and to apply, subject to the provisions of Section 2 hereof, such principal and interest, together with any other moneys and the principal of and interest on any other securities deposited in the Escrow Fund, to the payment of the principal of and interest on Refunded Bonds at the places and in the manner stipulated in the Refunded Bonds, the Prior Resolution and this Agreement.

(a) Notices and Payments. U.S. Bank National Association, in its capacity as the paying agent under the Prior Resolution (the "Paying Agent"), has been notified of the election of the District to pay on August 1, 2015 the Redemption Price of the Refunded Bonds. U.S. Bank National Association, in its capacity as the Paying Agent under the Prior Resolution, shall mail notices (as further described in Section 8, below) of the deposit investment securities and moneys with it as Escrow Bank sufficient to redeem the Refunded Bonds on August 1, 2015.

The Escrow Bank shall transfer from the Escrow Fund to the Paying Agent amounts sufficient to pay the accrued interest on the Refunded Bonds due on and prior to August 1, 2015 and to redeem on August 1, 2015 the outstanding principal of the Refunded Bonds, at a redemption price equal to 100% of the outstanding principal thereof. Such transfers shall constitute the payments of the principal of and interest on the Refunded Bonds and Redemption Price due from the District. Upon payment in full of the Refunded Bonds, the Escrow Bank shall transfer any moneys or securities remaining in the Escrow Fund to the District and this Agreement shall terminate.

(b) Priority of Payments. The holders of the Refunded Bonds shall have a first lien on the moneys in the Escrow Fund which are allowable and sufficient to pay the Refunded

Bonds until such moneys are used and applied as provided in this Agreement, as verified by the Verification Report. Any cash or securities held in the Escrow Fund are irrevocably pledged only to the holders of the Refunded Bonds.

(c) Unclaimed Moneys. Any moneys which remain unclaimed for two (2) years after the date such moneys have become due and payable hereunder (during which time the Escrow Bank shall hold such funds without liability for interest) shall be repaid by the Escrow Bank to the District and deposited in the Debt Service Fund relating to the 2015 Refunding Bonds, *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 Refunded 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 Prior 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. Any moneys remaining in the Escrow Fund established hereunder after August 1, 2015 (aside from unclaimed monies of the Refunded Bonds) which are in excess of the amount needed to pay owners of the Refunded Bonds payments of principal and interest and redemption premium, if any, with respect to the Refunded Bonds or to pay any amounts owed to the Escrow Bank shall be immediately transferred by the Escrow Bank to the District and deposited into the Debt Service Fund relating to the 2015 Refunding Bonds.

Section 4. Possible Deficiencies; Amounts in Excess of Required Cash Balance.

(a) If at any time the Escrow Bank has actual knowledge that the moneys in the Escrow Fund, including the anticipated proceeds of the Investment Securities and any Substitute Investment Securities, will not be sufficient to make all payments required by Section 3 hereof, the Escrow Bank shall notify the District in writing as soon as is reasonably practicable, of such fact, the amount of such deficiency and the reason therefor solely to the extent actually known to it; provided, however, the District shall have no liability for any deficiency and shall not be required to provide funds to eliminate any such deficiency.

(b) The Escrow Bank shall in no manner be responsible for any deficiency in the Escrow Fund.

Section 5. Fees and Costs.

(a) The District shall pay to the Escrow Bank from time to time reasonable compensation for all services rendered under this Agreement.

(b) The fees of and the costs incurred by the Escrow Bank shall in no event be deducted or payable from, or constitute a lien against, the Escrow Fund.

Section 6. Indemnity. The District hereby assumes liability for, and hereby agrees (whether or not any of the transactions contemplated hereby are consummated) to indemnify, protect, save and keep harmless the Escrow Bank and its respective successors, assigns, agents, officers, directors, employees and servants, from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs, expenses and disbursements (including reasonable legal fees and disbursements) of whatsoever kind and nature which may be imposed on, incurred by, or asserted against, the Escrow Bank at any time (whether or not also indemnified against the same by the District or any other person under any other agreement or instrument, but without double

indemnity) in any way relating to or arising out of the execution, delivery and performance of this Agreement, the establishment hereunder of the Escrow Fund, the acceptance of the funds deposited therein, and any payment, transfer or other application of moneys by the Escrow Bank in accordance with the provisions of this Agreement; provided, however, that the District shall not be required to indemnify the Escrow Bank against the Escrow Bank's own negligence or willful misconduct or the negligence or willful misconduct of the Escrow Bank's respective successors, assigns, agents and employees or the breach by the Escrow Bank of the terms of this Agreement. In no event shall the District or the Escrow Bank be liable to any person by reason of the transactions contemplated hereby other than to each other as set forth in this section. The indemnities contained in this section shall survive the termination of this Agreement and the earlier removal or resignation of the Escrow Bank.

Section 7. Responsibilities of the Escrow Bank. The Escrow Bank and its respective successors, assigns, agents and servants shall not be held to any personal liability whatsoever, in tort, contract, or otherwise, in connection with the execution and delivery of this Agreement, the establishment of the Escrow Fund, the acceptance of the moneys or securities deposited therein, the purchase of the Investment Securities and any Substitute Investment Securities, the retention of the Investment Securities and any Substitute Investment Securities or the proceeds thereof, the sufficiency of the Investment Securities and any Substitute Investment Securities to accomplish the defeasance of the Refunded Bonds or any payment, transfer or other application of moneys or obligations by the Escrow Bank in accordance with the provisions of this Agreement or by reason of any non-negligent act, non-negligent omission or non-negligent error of the Escrow Bank made in good faith in the conduct of its duties. The recitals of fact contained in the "Whereas" clauses herein shall be taken as the statements of the District and the Escrow Bank assumes no responsibility for the correctness thereof. The Escrow Bank makes no representation as to the sufficiency of the Investment Securities and any Substitute Investment Securities to accomplish the defeasance of the Refunded Bonds or to the validity of this Agreement as to the District and, except as otherwise provided herein, the Escrow Bank shall incur no liability with respect thereto. The Escrow Bank shall not be liable in connection with the performance of its duties under this Agreement except for its own negligence, willful misconduct or default, and the duties and obligations of the Escrow Bank shall be determined by the express provisions of this Agreement. The Escrow Bank may consult with counsel, who may or may not be counsel to the District, and in reliance upon the written opinion of such counsel shall have full and complete authorization and protection with respect to any action taken, suffered or omitted by it in good faith in accordance therewith. No provisions of this Agreement shall require the Escrow Bank to expend or risk its own funds or otherwise incur any financial liability by the performance or exercise of its rights or powers. Whenever the Escrow Bank shall deem it necessary or desirable that a matter be proved or established prior to taking, suffering, or omitting any action under this Agreement, such matter may be deemed to be conclusively established by a certificate signed by an authorized officer of the District.

The Escrow Bank agrees to accept and act upon instructions or directions pursuant to this Agreement sent by unsecured e-mail, facsimile transmission or other similar unsecured electronic methods, provided, however, that, the Escrow Bank shall have received an incumbency certificate listing persons designated to give such instructions or directions and containing specimen signatures of such designated persons, which incumbency certificate shall be amended and replaced whenever a person is to be added or deleted from the listing. If the District elects to give the Escrow Bank e-mail or facsimile instructions (or instructions by a similar electronic method) and the Escrow Bank in its discretion elects to act upon such instructions, the Escrow Bank's understanding of such instructions shall be deemed controlling. The Escrow Bank shall not be liable for any losses, costs or expenses

arising directly or indirectly from the Escrow Bank's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The District agrees to assume all risks arising out of the use of such electronic methods to submit instructions and directions to the Escrow Bank, including without limitation the risk of the Escrow Bank acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 8. Notices of Redemption and Defeasance. The Escrow Bank agrees that it shall provide timely notice of redemption of the Prior Bonds (no less than 30 and no more than 60 days prior to the Redemption Date, as provided in the Prior Bonds Resolution) substantially in the form of the "Form of Notice of Redemption" attached hereto as **Schedule C**; and the Escrow Bank acknowledges that upon the funding of the Escrow Fund as provided in Section 1(a) hereof, the receipt of the opinions and the Verification Report described in Section 1(b) of this Agreement, then the Refunded Bonds shall be paid in accordance with the terms of the Refunded Bonds and all obligations of the District with respect to the Refunded Bonds shall cease and terminate, except only the obligation to make payments therefore from the monies provided for hereunder.

The Escrow Bank, in its capacity as the Paying Agent for the Refunded Bonds, shall also give, within 10 days of the establishment of the Escrow Fund, notice of defeasance of the Refunded Bonds, in accordance with Section 9.02 of the Prior Bonds Resolution and in substantially the form attached hereto as **Schedule D**. Both the Notice of Redemption and the Notice of Defeasance shall also be delivered to the Municipal Securities Rulemaking Board Electronic Municipal Market Access and to CIFG Assurance North America, Inc., or to any successor municipal bond insurance company, as the insurer for the Refunded Bonds.

Copies of all notices provided by the Escrow Bank under this Agreement shall be forwarded to the insurer for the Refunding Bonds, Build America Mutual Assurance Company, 1 World Financial Center, 27th Floor, 200 Liberty Street, New York, NY 10281, Attention: Surveillance, Re: Policy No. 2014B0277, Telephone: (212) 235-2500, Telecopier: (212) 235-1542, Email: notices@buildamerica.com

Section 9. Amendments. This Agreement is made for the benefit of the District and the owners from time to time of the Refunded Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such owners, the Escrow Bank and the District; provided, however, that if the District and the Escrow Bank receive an opinion of nationally recognized bond attorneys to the effect that the exclusion from gross income for federal income tax purposes of the interest on the Refunded Bonds and the Refunding Bonds will not be adversely affected thereby, they may, without the consent of, or notice to, such owners, amend this Agreement or enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such owners and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes: (i) to cure any ambiguity or formal defect or omission in this Agreement; (ii) to grant to, or confer upon, the Escrow Bank for the benefit of the owners of the Refunded Bonds any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such owners or the Escrow Bank; and (iii) to include under this Agreement additional funds, securities or properties (but only if the sufficiency of the Escrow Fund for the purpose herein set forth is verified by a nationally recognized firm of independent certified public accountants). The Escrow Bank shall be entitled to rely conclusively upon an unqualified opinion of nationally recognized municipal bond attorneys with respect to compliance with this Section 9, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the

owners of the Refunded Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section 9.

Section 10. Resignation or Removal of Escrow Bank.

(a) The Escrow Bank may resign by giving not less than 30 days notice in writing to the District, which notice shall be mailed to the owners of the Refunded Bonds remaining unpaid. The Escrow Bank may be removed (1) by (i) filing with the District of an instrument or instruments executed by the owners of at least 51% in aggregate principal amount of the Refunded Bonds then remaining unpaid, and (ii) the delivery of a copy of the instruments filed with the District to the Escrow Bank, or (2) by a court of competent jurisdiction for failure to act in accordance with the provisions of this Agreement upon application by the District or the owners of 5% in aggregate principal amount of the Refunded Bonds then remaining unpaid.

(b) If the position of Escrow Bank becomes vacant due to resignation or removal of the Escrow Bank or any other reason, a successor Escrow Bank may be appointed by the District. Notice of such appointment shall be mailed by first class mail, postage prepaid, to the registered owners of the Refunded Bonds. Within one year after a vacancy, the owners of a majority in principal amount of the Refunded Bonds then remaining unpaid may, by an instrument or instruments filed with the District, appoint a successor Escrow Bank who shall supersede any Escrow Bank theretofore appointed by the District. If no successor Escrow Bank is appointed by the District or the owners of such Refunded Bonds then remaining unpaid, within 45 days after any such resignation or removal, the Escrow Bank may petition the appropriate court having jurisdiction for the appointment of a successor Escrow Bank. The responsibilities of the Escrow Bank under this Agreement will not be discharged until a new Escrow Bank is appointed and until the cash and investments held under this Agreement are transferred to the new Escrow Bank.

Section 11. Severability. If any section, paragraph, sentence, clause or provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, sentence, clause or provision shall not affect any of the remaining provisions of this Agreement.

Section 12. Execution of Counterparts. This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original and all of which shall together constitute but one and the same instrument.

Section 13. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 14. Definitions. Any capitalized term used but not otherwise defined in this Agreement shall have the meaning assigned to such term in the District Resolution.

Section 15. Assignment. This Agreement shall not be assigned by the Escrow Bank or any successor thereto without the prior written consent of the District.

Section 16. Holidays. If the date for making any payment or the last date for performance of any act or the exercising of any right, as provided in this Agreement, shall be a legal holiday or a day on which banking institutions in the state in which the principal corporate trust office of the Escrow Bank is located are authorized by law to remain closed, such payment may be made or act

performed or right exercised on the next succeeding day not a legal holiday or a day on which such banking institutions are authorized by law to remain closed, with the same force and effect as if done on the nominal date provided in this Agreement; and no interest shall accrue for the period from and after such nominal date.

IN WITNESS WHEREOF, the Oxnard School District and U.S. Bank National Association have caused this Agreement to be executed each on its behalf as of the day and year first above written.

U.S. BANK NATIONAL ASSOCIATION,
as Escrow Bank

By: _____
Its: Authorized Officer

OXNARD SCHOOL DISTRICT

By: _____
Its: Superintendent

SCHEDULE A

REFUNDED BONDS

Redemption Date: August 1, 2015

Redemption Price: 100%

<i>Maturity Date (August 1)</i>	<i>Principal Amount</i>	<i>Interest Rate</i>	<i>CUSIP</i>
2028	\$1,370,000	4.250%	692020 US7
2029	1,430,000	4.250	692020 UT5
2030	1,495,000	4.375	692020 UU2
2031	1,560,000	4.375	692020 UVQ
2032	1,630,000	4.375	692020 UW8
2033	1,705,000	4.375	692020 UX8
2036*	<u>5,585,000</u>	4.375	692020 VA5
	<u>\$14,775,000</u>		

*Term Bond.

SCHEDULE B

Investment Securities

<u>Type</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity Date</u>
SLGS	\$	%	
SLGS			08/01/2015

SCHEDULE C
Form of Notice of Partial Redemption

NOTICE OF OPTIONAL PARTIAL REDEMPTION OF
Oxnard School District
(Ventura County, California)
General Obligation Bonds, 2006 Election, Series A

NOTICE IS HEREBY given to the holders of the outstanding Oxnard School District (Ventura County, California) General Obligation Bonds, 2006 Election, Series A bonds maturing on and after August 1, 2028, as further identified on the table below (the "Refunded Bonds"), that such Refunded Bonds have been called for redemption prior to maturity on August 1, 2015 (the "Redemption Date") in accordance with their terms at a redemption price of 100% of the principal amount thereof, together with accrued interest evidenced thereby to August 1, 2015, without premium (the "Redemption Price").

Maturity August 1	Principal Amount	Rate	CUSIP*
2028	\$ 1,370,000	4.250%	692020 US7
2029	1,430,000	4.250	692020 UT5
2030	1,495,000	4.375	692020 UU2
2031	1,560,000	4.375	692020 UVQ
2032	1,630,000	4.375	692020 UW8
2033	1,705,000	4.375	692020 UX8
2036**	5,585,000	4.375	692020 VA5
TOTAL=	<u>\$14,775,000</u>		

* The CUSIP data herein are provided by Standard & Poor's CUSIP Service Bureau, a division of The McGraw-Hill Companies, Inc., and are provided for convenience of reference only. Neither the District nor the Escrow Bank or any of their agents is responsible for the selection or use of the CUSIP numbers, nor is any representation made as to their correctness on the bonds or as indicated in any redemption notice.

** Term Bond.

The District has deposited with U.S. Bank National Association, as Escrow Bank, pursuant to an Escrow Deposit and Trust Agreement dated as of May 1, 2015, proceeds of its 2015 General Obligation Refunding Bonds, and obligations of the United State of America and other securities the principal of and interest on which, upon maturity, will provide sufficient funds to pay, when due, the principal and interest on the Refunded Bonds on and prior to the specified Redemption Date, as verified by or on behalf of the District.

Interest on the principal amount designated to be redeemed shall cease to accrue on and after the Redemption Date. Holders of the Refunded Bonds will receive payment of the Redemption Price upon presentation and surrender thereof at the corporate trust office of U.S. Bank National Association in the following manner:

If by First Class/Registered/Certified Mail:	If by Hand or Overnight Mail:
U. S. Bank Corporate Trust Services P. O. Box 64111 St. Paul, MN 55164-0111	U. S. Bank Corporate Trust Services 111 Fillmore Ave E St. Paul, MN 55107

Bondholders presenting their bonds in person for same day payment **must** surrender their bond(s) by 1:00 P.M. on the Redemption Date and a check will be available for pick up after 2:00 P.M. Checks not picked up by 4:30 P.M. will be mailed out to the bondholder via first class mail. If payment of the Redemption Price is to be made to the registered owner of the Bond, you are not required to endorse the Bond to collect the Redemption Price.

Interest on the principal amount designated to be redeemed shall cease to accrue on and after the Redemption Date.

REQUIREMENT INFORMATION. For a list of redemption requirements please visit our website at www.usbank.com/corporatetrust and click on the "Bondholder Information" link.

IMPORTANT NOTICE. Under the Jobs and Growth Tax Relief Reconciliation Act of 2003 (the "Act"), 28% will be withheld if tax identification number is not properly certified.

Dated: _____, 2015

U.S. Bank National Association,
as Paying Agent

Schedule D
NOTICE OF DEFEASANCE AND TERMINATION
OF REPORTING OBLIGATIONS

NOTICE IS HEREBY GIVEN that on May 6, 2015, the Oxnard School District (the “**District**”) has, from the proceeds of sale of its 2015 General Obligation Refunding Bonds and other sources, irrevocably set aside in an Escrow Fund (the “**Escrow Fund**”) created for such purpose and held by U.S. Bank National Association, as escrow bank (the “**Escrow Bank**”), pursuant to an Escrow Deposit and Trust Agreement dated as of May 1, 2015 (the “**Escrow Agreement**”), by and between the District and the Escrow Bank, moneys and securities which, when added to the investment earnings therefrom, shall be sufficient to pay when due interest on the selected maturities of the Oxnard School District (County of Ventura, California) General Obligation Bonds, 2006 Election, Series A (the “**Prior Bonds**”) identified below (as identified below, the “**Refunded Bonds**”) and on August 1, 2015, (the “**Redemption Date**”) to redeem the Refunded Bonds at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the redemption date:

Maturity August 1	Principal Amount	Rate	CUSIP*
2028	\$ 1,370,000	4.250%	692020 US7
2029	1,430,000	4.250	692020 UT5
2030	1,495,000	4.375	692020 UU2
2031	1,560,000	4.375	692020 UVQ
2032	1,630,000	4.375	692020 UW8
2033	1,705,000	4.375	692020 UX8
2036	5,585,000	4.375	692020 VA5
TOTAL=	<u>\$14,775,000</u>		

* The CUSIP data herein are provided by Standard & Poor's CUSIP Service Bureau, a division of The McGraw-Hill Companies, Inc., and are provided for convenience of reference only. Neither the District nor the Escrow Bank or any of their agents is responsible for the selection or use of the CUSIP numbers, nor is any representation made as to their correctness on the bonds or as indicated in any redemption notice.

The moneys so deposited in the Escrow Fund (including the earnings derived from the investment thereof) are irrevocably pledged to the payment of principal and interest with respect to the Refunded Bonds. Said moneys have been invested in obligations meeting the requirements of in accordance with the terms of Resolution No. 06-28, adopted by the District on January 17, 2007 in connection with the issuance of the Prior Bonds (the “**Prior Bonds Resolution**”). The moneys so deposited in the Escrow Fund (including the earnings derived from the investment thereof) are irrevocably pledged to the payment of principal and interest with respect to the Refunded Bonds. Said moneys have been invested in obligations meeting the requirements specified in Resolution No. 06-28, adopted by the District on January 17, 2007 in connection with the issuance of the Prior Bonds (the “**Prior Bonds Resolution**”). In accordance with the Prior Bonds Resolution, on May 6, 2015, the District irrevocably set aside in an Escrow Fund (the “2015 Escrow Fund”) amounts sufficient to pay and redeem the Refunded Bonds on the Redemption Date and irrevocably directed the Escrow Bank, as the paying agent for the Refunded Bonds to carry out said redemption. Furthermore, in accordance with the Prior Bonds Resolution, on June 19, 2014, the District irrevocably set aside in an Escrow Fund (the “2014 Escrow Fund”) amounts sufficient to redeem on the Redemption Date all other maturities of the then outstanding Prior Bonds.

The moneys deposited in the 2015 Escrow Fund (including any earnings derived from the investment thereof) are irrevocably pledged to the payment of the principal of, premium, if any, and interest on the Refunded Bonds. Said moneys may be invested in obligations that satisfy the requirements of the Prior Bonds Resolution. All owners of the Refunded Bonds are notified that the deposits contemplated by Section 9.02 of the Prior Bonds Resolution have been made, all covenants, agreements and other obligations of the District under the Prior Bonds Resolution with respect to the Refunded Bonds are deemed to have been satisfied and have terminated, the Refunded Bonds are deemed to be paid, and the Refunded Bonds are no longer outstanding under the Prior Bonds Resolution. Owners of the Refunded Bonds are entitled to payment only from the amounts deposited in the 2015 Escrow Fund.

This Notice further constitutes a Report of Significant Event in satisfaction of the obligations of the District under Sections 5 and 7 of that certain Continuing Disclosure Certificate, dated February 22, 2007 (the “Disclosure

Certificate”), executed by the District in connection with the issuance of the Prior Bonds and the requirements of Rule 15c2-12 of the Securities Exchange Act of 1934, as amended.

In accordance with Section 7 of the Disclosure Certificate, the District’s reporting obligation with regards to the Prior Bonds terminate upon the legal defeasance of all of the Prior Bonds. All outstanding Prior Bonds having been defeased (pursuant to the 2014 Escrow Fund and the 2015 Escrow Fund), the District will make no additional filings under the Disclosure Certificate.

Dated: _____, 2015

U.S. Bank National Association, as Escrow Agent

PRELIMINARY OFFICIAL STATEMENT DATED MARCH 26, 2015**NEW ISSUE - FULL BOOK-ENTRY****RATINGS: Standard & Poor's: "___" (Insured)****"___" (Underlying)****See "RATINGS" herein.**

In the opinion of Garcia, Hernández, Sawhney & Bermudez, LLP, San Diego, California ("Bond Counsel"), based upon an analysis of existing statutes, regulations, rulings, and court decisions and assuming, among other things, the accuracy of certain representations and compliance with certain covenants, interest on the Refunding Bonds is excludable from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"). In the further opinion of Bond Counsel, interest on the Refunding Bonds is not a specific preference item for purposes of the alternative minimum tax imposed on individuals and corporations, although Bond Counsel observes that such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations. In the opinion of Bond Counsel, interest on the Refunding Bonds is exempt from State of California personal income taxes. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the accrual or receipt of interest on, the Refunding Bonds. See "TAX MATTERS."

\$13,300,000*

**OXNARD SCHOOL DISTRICT
(Ventura County, California)
2015 General Obligation Refunding Bonds**

Dated: Date of Delivery**Due: August 1, as shown on inside front cover**

Authority and Purpose. The captioned bonds (the "Refunding Bonds") are being issued by the Oxnard School District (the "District") pursuant to certain provisions of the California Government Code and a resolution of the Board of Trustees of the District adopted on March 18, 2015 (the "Bond Resolution"). The Refunding Bonds are being issued to refund on a current basis the District's outstanding General Obligation Bonds, 2006 Election, Series A, which were originally issued on February 22, 2007. See "THE REFUNDING BONDS – Authority For Issuance" and "THE REFINANCING PLAN" herein.

Security. The Refunding Bonds are general obligations of the District, payable solely from *ad valorem* property taxes levied and collected by Ventura County (the "County"). The County Board of Supervisors is empowered and is obligated to annually levy *ad valorem* taxes for the payment of interest on, and principal of, the Refunding Bonds 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). The District has other series of general obligation bonds outstanding which are similarly secured by tax levies. See "SECURITY FOR THE REFUNDING BONDS."

Book-Entry Only. The Refunding 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, New York, New York ("DTC"). Purchasers will not receive physical certificates representing their interests in the Refunding Bonds. See "THE REFUNDING BONDS" and "APPENDIX F - DTC AND THE BOOK-ENTRY ONLY SYSTEM."

Payments. The Refunding Bonds are being issued as current interest bonds. Interest on the Refunding Bonds accrues from the date of delivery and is payable semiannually on February 1 and August 1 of each year, commencing August 1, 2015. Payments of principal of and interest on the Refunding Bonds will be paid by U.S. Bank National Association, Los Angeles, California, as paying agent (the "Paying Agent"), to DTC for subsequent disbursement to DTC Participants, which will remit such payments to beneficial owners of the Refunding Bonds. See "THE REFUNDING BONDS - Description of the Refunding Bonds."

Redemption. The Refunding Bonds are subject to redemption prior to maturity as described in this Official Statement. See "THE REFUNDING BONDS - Redemption."

[Bond Insurance. The scheduled payment of principal of and interest on the Refunding Bonds when due will be guaranteed under an insurance policy to be issued concurrently with the delivery of the Refunding Bonds by _____.]

[BOND INSURER LOGO, if applicable]

MATURITY SCHEDULE

(See inside cover)

Cover Page. This cover page contains certain information for general reference only. It is not a summary of all the provisions of the Refunding Bonds. Prospective investors must read the entire Official Statement to obtain information essential to making an informed investment decision.

The Refunding Bonds will be offered when, as and if issued and accepted by the Underwriter, subject to the approval as to legality by Garcia, Hernández, Sawhney & Bermudez, LLP, San Diego, California, Bond Counsel to the District, and subject to certain other conditions. Jones Hall, A Professional Law Corporation, San Francisco, California, is serving as Disclosure Counsel to the District. Nossaman LLP, Irvine, California, is serving as counsel to the Underwriter. It is anticipated that the Refunding Bonds, in book-entry form, will be available for delivery through the facilities of DTC in New York, New York, on or about May 6, 2015.



The date of this Official Statement is _____, 2015.

*Preliminary; subject to change.

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. 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*

\$13,300,000*
OXNARD SCHOOL DISTRICT
(Ventura County, California)
2015 General Obligation Refunding Bonds

\$_____ **Serial Bonds**

Maturity (August 1)	Principal Amount	Interest Rate	Yield	Price	CUSIP[†]
2015					
2016					
2017					
2018					
2019					
2020					
2021					
2022					
2023					
2024					
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					

\$_____ - _____% **Term Bonds due August 1, 20__**, Yield: _____%, Price: _____, CUSIP[†]: _____

**Preliminary; subject to change.*

† Copyright 2015, American Bankers Association. CUSIP data herein are provided by Standard & Poor's CUSIP Service Bureau, a division of The McGraw-Hill Companies, Inc., and are provided for convenience of reference only. Neither the District nor the Underwriter assumes any responsibility for the accuracy of these CUSIP data.

GENERAL INFORMATION ABOUT THIS OFFICIAL STATEMENT

Use of Official Statement. This Official Statement is submitted in connection with the sale of the Refunding 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 Refunding Bonds by a person in any jurisdiction in which it is unlawful for such person to make such an offer, solicitation or sale.

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.

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 Underwriter has provided the following statement for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as a part of, its responsibilities to investors under the Federal Securities Laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

Stabilization of and Changes to Offering Prices. The Underwriter may overallocate or take other steps that stabilize or maintain the market prices of the Refunding Bonds at levels above that which might otherwise prevail in the open market. If commenced, the Underwriter may discontinue such market stabilization at any time. The Underwriter may offer and sell the Refunding 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.

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 Refunding Bonds have not been registered under the Securities Act of 1933, as amended, in reliance upon exceptions therein for the issuance and sale of municipal securities. The Refunding 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 Refunding 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.

[Bond Insurance disclaimer, if applicable]Website. The District maintains a website. However, the information presented on the website is not a part of this Official Statement and should not be relied upon in making an investment decision with respect to the Refunding Bonds.

OXNARD SCHOOL DISTRICT

BOARD OF TRUSTEES

Veronica Robles-Solis, *President*
Albert Duff, *Clerk*
Debra M. Cordes, *Trustee*
Ernest Morrison *Trustee*
Denis O'Leary, *Trustee*

DISTRICT ADMINISTRATION

Dr. Cesar Morales, *Superintendent*
Lisa Cline, *Assistant Superintendent, Business and Fiscal Services*
Dr. Nancy J. Carroll, *Interim Assistant Superintendent, Educational Services*
Dr. Jesus Vaca, *Assistant Superintendent, Human Resources and Support Services*

PROFESSIONAL SERVICES

FINANCIAL ADVISOR

Caldwell Flores Winters Inc.
Emeryville, California

BOND COUNSEL

Garcia, Hernández, Sawhney & Bermudez, LLP
San Diego, California

DISCLOSURE COUNSEL

Jones Hall, A Professional Law Corporation
San Francisco, California

PAYING AGENT, TRANSFER AGENT, BOND REGISTRAR and ESCROW AGENT

U.S. Bank National Association
Los Angeles, California

VERIFICATION AGENT

Causey Demgen & Moore Inc.
Denver, Colorado

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\$13,300,000*
OXNARD SCHOOL DISTRICT
(Ventura County, California)
2015 General Obligation Refunding Bonds

The purpose of this Official Statement, which includes the cover page, inside cover page and attached appendices, is to set forth certain information concerning the sale and delivery of the Refunding Bonds captioned above (the “**Refunding Bonds**”) by the Oxnard School District (the “**District**”).

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 in this Official Statement. A full review should be made of the entire Official Statement. The offering of Refunding 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 Ventura County (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 in the District in fiscal year 2014-15 is approximately 16,983 students. For more information regarding the District and its finances, see Appendix B attached hereto. See also Appendix C hereto for demographic and other statistical information regarding the City of Oxnard and the County.

Purpose. The Refunding Bonds are being issued by the District to refund all or a portion of the District’s outstanding General Obligation Bonds, 2006 Election, Series A, as more particularly described and defined herein. See “THE REFINANCING PLAN” herein.

Authority for Issuance of the Refunding Bonds. The Refunding Bonds will be issued under the provisions of Articles 9 and 11 of Chapter 3 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (the “**Bond Law**”) and under a resolution adopted by the Board of Trustees of the District on March 18, 2015 (the “**Bond Resolution**”). See “THE REFUNDING BONDS - Authority for Issuance” herein.

Payment and Registration of the Refunding Bonds. The Refunding Bonds are being issued as current interest bonds. The Refunding Bonds will be dated their date of original issuance and delivery (the “**Dated Date**”) and will be issued as fully registered bonds, without coupons, in the denominations of \$5,000 or any integral multiple of \$5,000, registered in the name of Cede & Co. as nominee of The Depository Trust Company, New York, New York (“**DTC**”), and will be available under the book-entry system maintained by DTC, only through brokers and dealers who are or act through DTC Participants as described below. Beneficial Owners will not be entitled to receive physical delivery of the Refunding Bonds. See “THE REFUNDING BONDS” and “APPENDIX F - DTC AND THE BOOK-ENTRY ONLY SYSTEM.”

**Preliminary, subject to change.*

Interest on the Refunding Bonds accrues from the Dated Date and is payable semiannually on February 1 and August 1 of each year, commencing August 1, 2015. See “THE REFUNDING BONDS - Description of the Refunding Bonds.”

Redemption. The Refunding Bonds are subject to redemption prior to their maturity as described in “THE REFUNDING BONDS - Redemption.”

Security and Sources of Payment for the Refunding Bonds. The Refunding Bonds are general obligation bonds of the District payable solely from *ad valorem* property taxes levied and collected by the County. The County is empowered and is obligated to annually levy *ad valorem* taxes for the payment of interest on, and principal of, the Refunding Bonds upon all property subject to taxation by the District, without limitation of rate or amount (except with respect to certain personal property which is taxable at limited rates). See “SECURITY FOR THE REFUNDING BONDS.”

The District has other series of general obligation bonds that are payable from *ad valorem* taxes levied on taxable property in the District. For a schedule of the general obligation bonds issued by the District, see “SECURITY FOR THE REFUNDING BONDS – *Ad Valorem* Taxes.” See also “THE REFINANCING PLAN.”

[Bond Insurance. The scheduled payment of principal of and interest on the Refunding Bonds when due will be guaranteed under an insurance policy to be issued concurrently with the delivery of the Refunding Bonds by _____ (the “Bond Insurer”). See “BOND INSURANCE” and “APPENDIX G – SPECIMEN MUNICIPAL BOND INSURANCE POLICY.”]

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 Refunding Bonds are available from the District. The District may impose a charge for copying, mailing and handling.

END OF INTRODUCTION

THE REFINANCING PLAN

Prior Bonds Authorized. At an election held on November 7, 2006, the District received authorization, by more than fifty-five percent of the qualified electors, to issue general obligation bonds in a principal amount not to exceed \$32,000,000 (the “**2006 Authorization**”). Pursuant to the 2006 Authorization, the District caused the issuance of its General Obligation Bonds, 2006 Election, Series A in the aggregate principal amount of \$32,000,000 and dated as of February 22, 2007 (the “**2006 Bonds**”) for the purpose of financing the acquisition and construction of school facilities in accordance with the 2006 Authorization. The District has refinanced a portion of the 2006 Bonds with the proceeds of its 2014 General Obligation Refunding Bonds.

Refunded Bonds. The Refunding Bonds are being issued by the District to refund on a current basis certain maturities of the 2006 Bonds (such maturities being refunded are referred to as the “**Refunded Bonds**”) as identified in the following table.

OXNARD SCHOOL DISTRICT Identification of Refunded Bonds*

Maturities to be Refunded	CUSIP†	Principal Amount Redeemed	Redemption Date	Redemption Price (% of Par Amount Redeemed)
08/01/2028	692020 US7	\$1,370,000	08/01/2015	100.00%
08/01/2029	692020 UT5	1,430,000	08/01/2015	100.00
08/01/2030	692020 UU2	1,495,000	08/01/2015	100.00
08/01/2031	692020 UV8	1,560,000	08/01/2015	100.00
08/01/2032	692020 UN8	1,630,000	08/01/2015	100.00
08/01/2033	692020 UX8	1,705,000	08/01/2015	100.00
08/01/2036‡	692020 VA5	5,585,000	08/01/2015	100.00
TOTAL		\$14,775,000		

*Preliminary; subject to change. To be determined upon final pricing.

† CUSIP Copyright American Bankers Association. CUSIP data herein is provided by Standard & Poor’s CUSIP Service Bureau, a division of McGraw Hill Companies, Inc. Neither the District nor the Underwriter is responsible for the accuracy of such data.

‡Term Bond.

Escrow Fund. The District will deliver a portion of the proceeds of the Refunding Bonds to U.S. Bank National Association, as escrow agent (the “**Escrow Agent**”), for deposit in an escrow fund (the “**Escrow Fund**”) established under an Escrow Deposit and Trust Agreement (the “**Escrow Agreement**”), entered into by and between the District and the Escrow Agent.

On the Closing Date, the Escrow Agent will invest funds on deposit in the Escrow Fund in federal securities, and will apply such funds to pay interest due on the Refunded Bonds through and including the redemption date, on which date the Refunded Bonds will be redeemed at a price equal to the principal amount thereof, plus the redemption premium identified above.

Sufficiency of the deposits in the Escrow Fund for such purposes will be verified by Causey Demgen & Moore Inc., certified public accountants, Denver, Colorado (the “**Verification Agent**”). See “**ESCROW VERIFICATION**” herein.

The amounts held by the Escrow Agent in the Escrow Fund are pledged solely to the payment of the Refunded Bonds. The funds deposited in the Escrow Fund will not be available for the payment of debt service with respect to the Refunding Bonds.

SOURCES AND USES OF FUNDS

The estimated sources and uses of funds with respect to the Refunding Bonds are as follows:

Sources of Funds

Principal Amount of Refunding Bonds

Net Original Issue Premium

Total Sources

Uses of Funds

Costs of Issuance*

Deposit to Escrow Fund

Total Uses

**All estimated costs of issuance including, but not limited to, Underwriter's discount, bond insurance premium, if any, printing costs and fees of Bond Counsel, Disclosure Counsel, the Financial Advisor, Escrow Agent, verification agent and the rating agency.*

THE REFUNDING BONDS

Authority for Issuance

The Refunding Bonds will be issued under the Bond Law and the Bond Resolution.

Description of the Refunding Bonds

Book-Entry Form. The Refunding 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, New York, New York (“DTC”). Purchasers of the Refunding Bonds (the “Beneficial Owners”) will not receive physical certificates representing their interest in the Refunding Bonds. Payments of principal of and interest on the Refunding Bonds will be paid by U.S. Bank National Association (the “Paying Agent”) to DTC for subsequent disbursement to DTC Participants which will remit such payments to the Beneficial Owners of the Refunding Bonds.

As long as DTC’s book-entry method is used for the Refunding Bonds, the Paying Agent will send any notice of prepayment or other notices to owners 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 prepayment of the Refunding Bonds called for prepayment or of any other action premised on such notice. See “APPENDIX F - DTC AND THE BOOK-ENTRY ONLY SYSTEM.”

The Paying Agent, the District, the County, and the Underwriter of the Refunding 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 Refunding Bonds.

Principal and Interest Payments. The Refunding Bonds will be dated the Closing Date and will bear interest payable semiannually each February 1 and August 1 (each, a “Bond Payment Date”), commencing August 1, 2015, at the interest rates shown on the inside front cover page of this Official Statement. Each Bond shall bear interest from the Bond Payment Date next preceding the date of registration and authentication thereof unless (i) it is registered and authenticated as of a Bond Payment Date, in which event it shall bear interest from such date, or (ii) it is registered and authenticated prior to a Bond Payment Date and after the close of business on the fifteenth (15th) day of the month preceding such Bond Payment Date, in which event it shall bear interest from such Bond Payment Date, or (iii) it is registered and authenticated at least 15 days prior to the first interest payment date, in which event it shall bear interest from the Closing Date; *provided, however*, that if at the time of authentication of a Bond, interest is in default thereon, such Bond shall bear interest from the Bond Payment Date to which interest has previously been paid or made available for payment thereon. Interest on the Refunding Bonds will be calculated on the basis of a 360-day year comprised of twelve 30-day months. Interest on the Refunding Bonds, including the final interest payment upon maturity, is payable by check of the Paying Agent mailed on the Bond Payment Date via first-class mail to the Owner thereof at such Owner’s address as it appears on the bond register maintained by the Paying Agent at the close of business on the fifteenth (15th) day of the month preceding the Bond Payment Date (the “Record Date”), or at such other address as the Owner may have filed with the Paying Agent for that purpose, or upon written request filed with the Paying Agent as of the Record Date by an Owner of at least \$1,000,000 in aggregate principal amount of Bonds, by wire transfer.

See the maturity schedules on the inside cover page of this Official Statement and “DEBT SERVICE SCHEDULES” herein.

Redemption*

Optional Redemption. The Refunding Bonds maturing on or before August 1, 2025 are not subject to redemption prior to their respective maturities. The Refunding Bonds maturing on or after August 1, 2026 are subject to redemption prior to maturity, at the option of the District, on any date on or after August 1, 2025, 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, at a price equal to 100% of the principal amount without premium, together with accrued interest thereon to the date fixed for redemption.

Mandatory Sinking Fund Redemption. The Refunding Bonds maturing on August 1, 20__ (the “**Term Bonds**”), are subject to mandatory sinking fund redemption on August 1 of each year in accordance with the respective schedules set forth below 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. 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.

Term Bonds Maturing August 1, 20__

Redemption Date (August 1)	Sinking Fund Redemption
---------------------------------------	------------------------------------

The principal amount of each mandatory sinking fund payment of any maturity will be reduced proportionately by the amount of Refunding Bonds, if any, of that maturity which have been optionally redeemed prior to the mandatory sinking fund payment date.

Notice of Redemption. Notice of redemption of Refunding Bonds will be given by the Paying Agent upon a Written Request (as defined in the Bond Resolution) of the District given at least 60 days prior to the date designated for such redemption. Notice of any redemption of Refunding Bonds will be mailed postage prepaid, not less than 30 nor more than 60 days prior to the redemption date as follows: (i) by first class mail to the respective Owners thereof at the addresses appearing on the bond registration books; (ii) by secured mail to all organizations registered with the Securities and Exchange Commission as securities depositories; (iii) to at least two information services of national recognition which disseminate redemption information with respect to municipal securities; and (iv) as may be further required in accordance with the Continuing Disclosure Certificate of the District.

**Preliminary; subject to change.*

Each notice of redemption will contain the following information: (i) the Refunding Bonds or designated portions thereof (in the case of redemption of the Refunding Bonds in part but not in whole) which are to be redeemed, (ii) CUSIP numbers and the numbers of the Refunding Bonds to be redeemed and in the case of any Refunding Bond to be redeemed in part only, the principal amount of such bond to be redeemed, (iii) the date of redemption, (iv) the redemption price, (v) the place or places where the redemption will be made, including the name and address of the Paying Agent, and (vi) descriptive information regarding the Refunding Bonds including the original issue date, interest rate and stated maturity date of each Refunding Bond to be redeemed in whole or in part. Each notice of redemption shall further state that on the specified date there shall become due and payable upon each Refunding Bond or portion thereof being redeemed, the portion of the principal amount of such Refunding Bond to be redeemed, together with the interest accrued to the redemption date, and redemption premium, if any, and that from and after such date, interest with respect thereto shall cease to accrue.

Any Redemption Notice for an optional redemption of the Refunding Bonds delivered in accordance with this section may be conditional, and, if any condition stated in the Redemption Notice shall not have been satisfied on or prior to the redemption date: (i) the Redemption Notice shall be of no force and effect, (ii) the District shall not be required to redeem such Refunding Bonds, (iii) the redemption shall not be made, and (iv) the Paying Agent shall within a reasonable time thereafter give notice to the persons in the manner in which the conditional Redemption Notice was given that such condition or conditions were not met and that the redemption was canceled.

Neither failure to receive nor any defect in any such Redemption Notice so given shall affect the sufficiency of the proceedings for the redemption of the affected Refunding Bonds.

Effect of Redemption. When notice of redemption has been given as described above, and when the redemption price of the Refunding Bonds called for redemption is set aside for such purpose, the Refunding Bonds designated for redemption shall become due and payable on the specified redemption date and interest shall cease to accrue thereon as of the redemption date. The Owners of such Refunding Bonds so called for redemption after such redemption date shall look for the payment of such Refunding Bonds and the redemption premium thereon, if any, only to the Debt Service Fund (as defined in the Bond Resolution) or the escrow fund established for such purpose.

Right to Rescind Notice of Redemption. The District has the right to rescind any notice of the optional redemption of Refunding Bonds by written notice to the Paying Agent on or prior to the dated 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 Refunding Bonds then called for redemption. The District, the County and the Paying Agent shall have no liability to the Refunding 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, except that the time period for giving the original notice of redemption shall not apply to any notice of rescission thereof.

Registration, Transfer and Exchange of Bonds

Transfer. Any Bond may, in accordance with its terms, be transferred, upon the books required to be kept by the Paying Agent pursuant to the provisions of 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 Principal 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 shall 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 or Bonds shall be surrendered for transfer, the District shall execute and the Paying Agent shall authenticate and deliver a new Bond or Bonds, for like aggregate principal amount. No transfers of Bonds shall 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.

Exchange. 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 shall 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 exchanges of Bonds shall 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.

Refunding Bond Register. The Paying Agent shall keep or cause to be kept sufficient books for the registration and transfer of the Bond (the "Registration Books"), 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, Bonds as herein before provided.

Defeasance

Effect. If at any time the District shall pay or cause to be paid or there shall otherwise be paid to the Owners of any or all outstanding Refunding Bonds, as appropriate, all of the principal, interest and premium, if any, represented by such Refunding Bonds at the times and in the manner provided herein and in the Refunding Bonds, or as provided in the following paragraph, or as otherwise provided by law consistent herewith, then such Owners shall cease to be entitled to the obligation of the District as provided in herein, and such obligation and all agreements and covenants of the District and of the County to such Owners hereunder and under the Refunding Bonds shall thereupon be satisfied and discharged and shall terminate, except only that the District shall remain liable for payment of all principal, interest and premium, if any, represented by the Refunding Bonds, but only out of monies on deposit in the interest and sinking fund or otherwise held in trust for such payment; and provided further, however, that the provisions of subsection (i) hereof shall apply in all events.

Manner. All or any portion of the outstanding maturities of the Refunding Bonds may be defeased prior to maturity in the following ways:

- (i) by irrevocably depositing with the Paying Agent, or an escrow bank, an amount of cash which together with amounts then on deposit in the Debt Service Fund, is sufficient to pay all Refunding Bonds outstanding and

designated for defeasance, including all Principal and interest and premium, if any; or

- (ii) by irrevocably depositing with the Paying Agent, or an escrow bank, noncallable United States Obligations (as defined below) together with cash, if required, in such amount as will, in the opinion of an independent certified public accountant, together with interest to accrue thereon and monies then on deposit in the Debt Service Fund together with the interest to accrue thereon, be fully sufficient to pay and discharge all Refunding Bonds outstanding and designated for defeasance (including all Principal and Accreted value thereof and interest and premiums, if any, thereon) at or before their maturity date.

“United States Obligations” means (a) any direct general 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), for which the full faith and credit of the United States of America are pledged; (b) obligations of any agency, department or instrumentality of the United States of America, the timely payment of principal and interest on which are directly or indirectly secured or guaranteed by the full faith and credit of the United States of America.

DEBT SERVICE SCHEDULES

The Refunding Bonds. The following table shows the debt service schedule with respect to the Refunding Bonds (assuming no optional redemptions).

OXNARD SCHOOL DISTRICT Refunding Bonds Debt Service Schedule

Date	Refunding Bonds Principal	Refunding Bonds Interest	Refunding Bonds Semi-Annual Total Debt Service
8/1/15			
2/1/15			
8/1/15			
2/1/16			
8/1/16			
2/1/17			
8/1/17			
2/1/18			
8/1/18			
2/1/19			
8/1/19			
2/1/20			
8/1/20			
2/1/21			
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2/1/30			
8/1/30			
2/1/31			
8/1/31			
2/1/32			
8/1/32			
2/1/33			
8/1/33			
2/1/34			
8/1/34			
2/1/35			
8/1/35			
2/1/36			
8/1/36			
Total			

Aggregate General Obligation Bond Debt Service Schedule. The District has outstanding general obligation bond indebtedness from authorizations received in 2006 and 2012, as well as refunding bonded indebtedness, the proceeds of which have been applied to the refunding of general obligation bonds of the District. The District has other series of general obligation bonds outstanding, which are secured by ad valorem taxes that the County is obligated to levy, without limit as to rate or amount, and which are payable on a parity basis with the Refunding Bonds. See “SECURITY FOR THE REFUNDING BONDS.” The following table shows combined annual debt service for outstanding general obligation bonds and refunding general obligation bonds, together with debt service on the Refunding Bonds described herein (assuming no optional redemptions). See also Appendix B under the heading “ - Long-Term Debt.”

**OXNARD SCHOOL DISTRICT
 Combined Annual Debt Service for Outstanding General Obligation Bonds***

Period Ending (August 1)	2006 Authorization*	2012 Authorization	Refunding GOBs	2014 Refunding Bonds	Total
2015					
2016					
2017					
2018					
2019					
2020					
2021					
2022					
2023					
2024					
2025					
2026					
2027					
2028					
2029					
2030					
2031					
2032					
2033					
2034					
2035					
2036					
2037					
2038					
2039					
2040					
2041					
2042					
2043					
TOTAL					

**For purposes of this Preliminary Official Statement, includes debt service on the 2006 Bonds which are expected to be refunded with the proceeds of the Refunding Bonds.*

SECURITY FOR THE REFUNDING BONDS

Ad Valorem Taxes

Bonds Payable from Ad Valorem Property Taxes. The Refunding Bonds are general obligations of the District, payable solely from *ad valorem* property taxes levied and collected by the County. The County is empowered and is obligated to annually levy *ad valorem* taxes for the payment of the Refunding 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). The District has other series of general obligation bonds outstanding, which are secured by *ad valorem* taxes that the County is obligated to levy, without limit as to rate or amount, and which are payable on a parity basis with the Refunding Bonds.

Other Bonds Payable from Ad Valorem Property Taxes. The District has other outstanding bonded indebtedness payable from *ad valorem* taxes. See Appendix B under the heading "Existing Debt Obligations" for a summary of such bonded indebtedness. Such indebtedness, together with debt service payable on the Refunding Bonds, is all payable from *ad valorem* taxes on a parity basis.

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* taxes levied on parcels in the District. See "PROPERTY TAXATION – Tax Rates" and "- Direct and Overlapping Debt" below.

Levy and Collection. The County will levy and collect such *ad valorem* taxes in such amounts and at such times as is necessary to ensure the timely payment of debt service. Such taxes, when collected, will be deposited into a debt service fund for the Refunding Bonds, which is maintained by the County Office of Education and which is irrevocably pledged for the payment of principal of and interest on the Refunding 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. As described below, the County has adopted the Teeter Plan so secured tax revenues reflect the county-wide levies.

Annual Tax Rates. The amount of the annual *ad valorem* tax levied by the County to repay the Refunding 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 Refunding Bonds. Fluctuations in the annual debt service on the Refunding 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 land 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 or other natural disaster, could cause a reduction in the assessed value within the District and necessitate a corresponding increase in the annual tax rate.

Debt Service Fund

The County Office of Education will establish a Debt Service Fund (the “**Debt Service Fund**”) for the Refunding Bonds, which will be established as a separate fund to be maintained distinct from all other funds of the County. All taxes levied by the County for the payment of the principal of and interest and premium (if any) on the Refunding Bonds will be deposited in the Debt Service Fund by the County Office of Education promptly upon the receipt. The Debt Service Fund is pledged for the payment of the principal of and interest and premium (if any) on the Refunding Bonds when and as the same become due. The District will transfer amounts in the Debt Service Fund to the Paying Agent to the extent necessary to pay the principal of and interest and premium (if any) on the Refunding Bonds as the same becomes due and payable.

If, after payment in full of the Refunding Bonds, any amounts remain on deposit in a Debt Service Fund, the District shall transfer such amounts to its General Fund, to be applied solely in a manner which is consistent with the requirements of applicable state and federal tax law.

Not a County Obligation

The Refunding Bonds are payable solely from the proceeds of an *ad valorem* tax levied and collected by the County, for the payment of principal and interest on the Refunding Bonds. Although the County is obligated to collect the *ad valorem* tax for the payment of the Refunding Bonds, the Refunding Bonds are not a debt of the County.

BOND INSURANCE

The following information has been furnished by the Bond Insurer for use in this Official Statement. No representation is made as to the accuracy or completeness of this information, or the absence of material adverse changes therein at any time subsequent to the date hereof. Reference is made to Appendix G for a specimen of the Bond Insurer’s policy.

[to come, if applicable]

PROPERTY TAXATION

Property Tax Collection Procedures

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 state assessed public utilities’ property and 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.

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, SB813 (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, SB813 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.

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 Valuation

Assessed Valuation History. The table below shows recent history of the District’s assessed valuation.

**OXNARD SCHOOL DISTRICT
Assessed Valuations of All Taxable Property
Fiscal Years 2008-09 to 2014-15**

Fiscal Year	Local Secured	Utility	Unsecured	Total Before Redevelopment Increment	% Change
2008-09	\$ 10,289,763,060	\$ 44,811,506	\$ 588,785,515	\$ 10,923,360,081	--
2009-10	9,586,571,904	48,411,506	621,989,118	10,256,972,528	(6.10)%
2010-11	9,534,052,884	76,631,223	612,272,200	10,222,956,307	(0.33)
2011-12	9,474,840,551	66,837,369	587,163,739	10,128,841,659	(0.92)
2012-13	9,577,905,562	53,637,640	593,233,603	10,224,776,805	0.95
2013-14	9,875,630,783	34,435,156	613,236,660	10,523,302,599	2.92
2014-15	10,597,503,942	39,593,576	621,441,796	11,258,539,314	6.98

Source: California Municipal Statistics, Inc.

Assessed Valuation by Land Use. The following table shows the land use of parcels in the District, according to County records for fiscal year 2014-15. As shown, the majority of land in the District is used for residential purposes.

**OXNARD SCHOOL DISTRICT
Assessed Valuation and Parcels by Land Use
Fiscal Year 2014-15**

	2014-15 Assessed Valuation⁽¹⁾	% of Total	No. of Parcels	% of Total
Non-Residential:				
Agricultural	\$ 168,603,252	1.59%	127	0.40%
Commercial	658,688,923	6.22	837	2.66
Vacant Commercial	21,183,564	0.20	106	0.34
Industrial/Food Processing	1,205,630,280	11.38	608	1.93
Oil & Gas Production	261,239,582	2.47	42	0.13
Vacant Industrial	10,383,802	0.10	168	0.53
Recreational	15,146,883	0.14	27	0.09
Government/Social/Institutional	11,788,924	0.11	505	1.60
Miscellaneous	28,187,847	0.27	248	0.79
Subtotal Non-Residential	\$2,380,853,057	22.47%	2,668	8.47%
Residential:				
Single Family Residence	\$5,763,868,512	54.39%	18,548	58.86%
Condominium/Townhouse	1,656,170,176	15.63	6,534	20.73
Mobile Home	8,370,808	0.08	653	2.07
Mobile Home Park	10,764,664	0.10	8	0.03
2-4 Residential Units	264,764,551	2.50	913	2.90
5+ Residential Units/Apartments	362,837,093	3.42	285	0.90
Hotel/Motel	63,718,182	0.60	59	0.19
Timeshare	357,582	0.00	1,647	5.23
Vacant Residential	85,799,317	0.81	198	0.63
Subtotal Residential	\$8,216,650,885	77.53%	28,845	91.53%
Total	\$10,597,503,942	100.00%	31,513	100.00%

(1) Local Secured Assessed Valuation; excluding tax-exempt property.
Source: California Municipal Statistics, Inc.

Appeals of Assessed Value

There are two types of appeals of assessed values 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 B.

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. Proposition 8 reductions may also be unilaterally applied by the County Assessor.

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 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.

The District cannot predict the changes in assessed values that might result from pending or future appeals by taxpayers. 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 Series C Bonds to increase accordingly, so that the fixed debt service on the Series C Bonds (and other outstanding general obligation bonds, if any) may be paid.

Tax Rates

The table below summarizes the total *ad valorem* tax rates levied by all taxing entities in a typical tax rate area in the District for fiscal years 2010-11 through 2014-15.

**OXNARD SCHOOL DISTRICT
Summary of Ad Valorem Tax Rates
\$1 per \$100 of Assessed Valuation
Fiscal Years 2010-11 through 2014-15**

	<u>2010-11</u>	<u>2011-12</u>	<u>2012-13</u>	<u>2013-14</u>	<u>2014-15</u>
1% General Fund Levy	1.000000	1.000000	1.000000	1.000000	1.000000
Oxnard School District	.096900	.093700	.085100	.102200	.106500
Oxnard Union HSD	.028200	.017400	.019900	.032500	.017800
Ventura CCD	.015100	.014000	.019100	.016700	.017600
Metropolitan Water District	.003700	.003700	.003500	.003500	.003500
City of Oxnard	<u>.076637</u>	<u>.076637</u>	<u>.076637</u>	<u>.076637</u>	<u>.076637</u>
Total	1.220537	1.205437	1.204237	1.231537	1.222037

Source: California Municipal Statistics, Inc.

Property Tax Collections

The District's total secured tax collections and delinquencies are apportioned on a County-wide basis, according to the District's designated tax rate amount. Therefore, the total secured tax levies, as well as collections and delinquencies reported, do not represent the actual secured tax levies, collections and delinquencies of tax payers within the tax areas of the District. In addition, the District's total secured tax levy does not include special assessments, supplemental taxes or other charges which have been assessed on property within the District or other tax rate areas of the County.

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 the State Revenue and Taxation Code, which requires the County to pay 100% of secured property taxes due to local agencies in the fiscal year such taxes are due. Under these provisions, each county operating under the Teeter Plan establishes a delinquency reserve and assumes responsibility for all secured delinquencies, assuming that certain conditions are met.

Because of this method of tax collection, the K-12 districts located in counties operating under the Teeter Plan and participating in the Teeter Plan are assured of 100% collection of their secured tax levies if the conditions established under the applicable county's Teeter Plan are met. However, such districts are no longer entitled to share in any penalties due on delinquent payments or in the interest which accrues on delinquent payments.

The Teeter Plan is to remain in effect unless the Board of Supervisors orders its discontinuance or unless, prior to the commencement of any fiscal year of the County (which commences on July 1), the Board of Supervisors has received a petition for its discontinuance joined in by resolutions adopted by two thirds of the participating revenue districts in the County, in which event the Board of Supervisors is required to order discontinuance of the Teeter Plan effective at the commencement of the subsequent fiscal year.

The Board of Supervisors may, by resolution adopted not later than July 15 of the fiscal year for which it is to apply after holding a public hearing on the matter, discontinue the procedures under the Teeter Plan with respect to any tax levying agency or assessment levying agency in the County if the rate of secured tax delinquency in that agency in any year exceeds 3% of the total of all taxes and assessments levied on the secured rolls for that agency. In the event that the Teeter Plan was terminated, the amount of the levy of *ad valorem* 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.

So long as the Teeter Plan remains in effect with respect to the District, 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.

Major Taxpayers

The twenty taxpayers in the District with the greatest combined assessed valuation of taxable property on the fiscal year 2014-15 tax roll, and the assessed valuations thereof, are shown below.

The more property (by assessed value) which is owned by a single taxpayer in the District, the greater amount of tax collections are 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
Largest 2014-15 Local Secured Taxpayers**

	<u>Property Owner</u>	<u>Primary Land Use</u>	<u>2014-15 Assessed Valuation</u>	<u>% of Total (1)</u>
1.	Venoco Inc.	Oil & Gas Production	\$161,751,001	1.53%
2.	Vintage CA Production LLC	Oil & Gas Production	81,411,721	0.77
3.	F. Oliveira Ranch Co., Lessor	Shopping Center	64,711,264	0.61
4.	BG Terminal (CA) LLC	Industrial	56,340,000	0.53
5.	Pegh Invesments LLC	Industrial	50,200,018	0.47
6.	Seminis Vegetable Seeds Inc.	Industrial	46,920,502	0.44
7.	Centerpoint Mall LLC	Shopping Center	46,476,676	0.44
8.	EF Oxnard LLC	Industrial	41,558,491	0.39
9.	Sysco Food Services of Ventura	Industrial	40,587,100	0.38
10.	MPL Property Holdings LLC	Residential Land	32,250,000	0.30
11.	Ostrow Partnership	Shopping Center	28,740,894	0.27
12.	Swift Investments Co.	Shopping Center	28,475,209	0.27
13.	Deardorff-Jackson Co.	Industrial	27,451,052	0.26
14.	Steadfast Holiday Manor LP	Apartments	25,502,179	0.24
15.	Sunbelt Enterprises LLC	Industrial	24,769,404	0.23
16.	ROIC California LLC	Shopping Center	24,302,893	0.23
17.	Boxkovich Farms Inc.	Industrial	24,260,173	0.23
18.	Raypak Inc.	Industrial	24,083,063	0.23
19.	John McGrath Family Partnership	Commercial Properties	23,799,758	0.22
20.	Felcor/JPM Hospitality LLC	Hotel	<u>22,995,398</u>	<u>0.22</u>
			\$876,586,796	8.27%

(1) 2014-15 Total Secured Assessed Valuation: \$10,597,503,942.
Source: California Municipal Statistics, Inc.

Direct and Overlapping Debt

Set forth below is a direct and overlapping debt report (the “**Debt Report**”) prepared by California Municipal Statistics, Inc. dated as of March __, 2015 for debt issued as of March 1, 2015. 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
(Debt Issued as of October 1, 2014)
[updated table on order from Cal Muni]

2014-15 Assessed Valuation: \$11,258,539,314

<u>DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT:</u>	<u>% Applicable (1)</u>	<u>Debt 10/1/14</u>
Metropolitan Water District	0.465%	\$ 615,079
Ventura County Community College District	9.749	28,685,173
Oxnard Union High School District	30.671	41,762,252
Oxnard School District	100.000	142,258,139 (2)(3)
City of Oxnard Community Facilities District No. 1	100.000	8,385,000
City of Oxnard Community Facilities District No. 3	100.000	27,455,000
City of Oxnard 1915 Act Bonds (Estimate)	Various	<u>2,648,544</u>
TOTAL DIRECT AND OVERLAPPING TAX AND ASSESSMENT DEBT		\$251,809,187
<u>DIRECT AND OVERLAPPING GENERAL FUND DEBT:</u>		
Ventura County Certificates of Participation	9.746%	\$38,288,136
Ventura County Superintendent of Schools Certificates of Participation	9.746	1,087,654
Oxnard Union High School District Certificates of Participation	30.671	2,091,762
Oxnard School District Certificates of Participation	100.000	4,341,900
City of Oxnard General Fund Obligation	61.395	37,757,193
City of Port Hueneme General Fund Obligations	35.094	719,427
City of Port Hueneme Pension Obligation Bonds	35.094	2,259,995
City of San Buenaventura General Fund Obligations	0.015	<u>5,705</u>
TOTAL DIRECT AND OVERLAPPING GENERAL FUND DEBT		\$86,551,772
<u>OVERLAPPING TAX INCREMENT DEBT (Successor Agency):</u>		
Oxnard Redevelopment Agency H.E.R.O. Project Area	39.433%	\$ 8,000,956
Oxnard Redevelopment Agency Merged Project Area	100.000	<u>11,630,000</u>
TOTAL OVERLAPPING TAX INCREMENT DEBT		\$19,630,956
COMBINED TOTAL DEBT		\$357,991,915 (4)

- (1) Based on 2013-14 ratios.
- (2) Excludes accreted value of capital appreciation bonds.
- (3) Excludes issue to be sold.
- (4) Excludes tax and revenue anticipation notes, enterprise revenue, mortgage revenue and non-bonded capital lease obligations.

Ratios to 2014-15 Assessed Valuation:

Direct Debt (\$142,258,139)	1.26%
Total Direct and Overlapping Tax and Assessment Debt.....	2.24%
Combined Direct Debt (\$146,600,039)	1.30%
Combined Total Debt.....	3.18%

Ratios to Redevelopment Incremental Valuation (\$1,029,037,509):

Overlapping Tax Increment Debt.....	1.91%
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Source: California Municipal Statistics, Inc.

TAX MATTERS

Tax Exemption

In the opinion of Garcia, Hernández, Sawhney & Bermudez, LLP, San Diego, California (“**Bond Counsel**”), based upon an analysis of existing statutes, regulations, rulings and court decisions and assuming, among other things, the accuracy of certain representations and compliance with certain covenants, interest on the Refunding Bonds is excludable from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986, as amended (the “**Code**”). In the further opinion of Bond Counsel, interest on the Refunding Bonds is not a specific preference item for purposes of the alternative minimum tax imposed on individuals and corporations; however Bond Counsel observes that such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on certain corporations. In the opinion of Bond Counsel, interest on the Refunding Bonds is exempt from State of California personal income taxes. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the accrual or receipt of interest on, the Refunding Bonds.

The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Refunding Bonds. The District has covenanted to comply with certain restrictions designed to assure that interest on the Refunding Bonds will not be includable in federal gross income. Failure to comply with these covenants may result in interest on the Refunding Bonds being includable in federal gross income, possibly from the date of issuance of the Refunding Bonds. The opinion of Bond Counsel assumes compliance with these covenants. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the Refunding Bonds may affect the value of, or the tax status of, interest on the Refunding Bonds.

Although Bond Counsel expects to render an opinion that interest on the Refunding Bonds is excludable from gross income for federal income tax purposes and exempt from State of California personal income taxes, the ownership or disposition of, or the accrual or receipt of interest on, the Refunding Bonds may otherwise affect a Beneficial Owner’s federal or state tax liability. The nature and extent of these other tax consequences will depend upon the particular tax status of the Beneficial Owner or the Beneficial Owner’s other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

In addition, no assurance can be given that any future legislation, including amendments to the Code, if enacted into law, or changes in interpretation of the Code, will not cause interest on the Refunding Bonds to be subject, directly or indirectly, to federal or state income taxation, or otherwise prevent beneficial owners of the Refunding Bonds from realizing the full current benefit of the tax status of such interest. Prospective purchasers of the Refunding Bonds should consult their own tax advisers regarding any pending or proposed federal or state tax legislation. Further, no assurance can be given that the introduction or enactment of any such future legislation, or any action of the Internal Revenue Service (“IRS”), including but not limited to regulation, ruling, or selection of the Refunding Bonds for audit examination, or the course or result of any IRS examination of the Refunding Bonds, or obligations that present similar tax issues, will not affect the market price or liquidity of the Refunding Bonds.

Original Issue Discount and Original Issue Premium

To the extent the issue price of any maturity of the Refunding Bonds is less than the amount to be paid at the maturity of such Refunding Bonds (excluding amounts stated to be interest and payable at least annually over the term of such Refunding Bonds), the difference constitutes "original issue discount." The accrual of original issue discount, to the extent properly allocable to a Beneficial Owner, is treated as interest on the Refunding Bonds that is excludable from gross income for federal income tax purposes and exempt from State of California personal income taxes. For this purpose, the issue price of a particular maturity of the Refunding Bonds is the first price at which a substantial amount of that maturity is sold to the public (excluding Refunding Bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents, or wholesalers). The original issue discount with respect to any maturity of the Refunding Bonds accrues daily over the term to that maturity date on the basis of a constant interest rate compounded semiannually (with straight-line interpolations between compounding dates). The accruing original issue discount is added to the adjusted basis of the Refunding Bonds to determine taxable gain or loss upon disposition (including sale, redemption, or payment at maturity) of the Refunding Bonds. Beneficial Owners of Refunding Bonds sold with original issue discount should consult their own tax advisors with respect to the tax consequences of ownership of their Refunding Bonds, including the treatment of purchasers who do not purchase such Refunding Bonds in the original offering to the public at the first price at which a substantial amount of such Refunding Bonds is sold to the public.

The Refunding Bonds purchased, whether at original issuance or otherwise, for an amount greater than their principal amount payable at maturity (or, in some cases, at their earlier call date) ("Premium Refunding Bonds") will be treated as having amortizable Refunding Bond premium. No deduction is allowable for the amortizable Refunding Bond premium for Refunding Bonds, like the Premium Refunding Bonds, the interest on which is excludable from gross income for federal income tax purposes. However, a purchaser's basis in a Premium Refunding Bond and, under Treasury Regulations, the amount of interest received will be reduced by the amount of amortizable Refunding Bond premium properly allocable to such purchaser. Beneficial Owners of Premium Refunding Bonds should consult their own tax advisors with respect to the proper treatment of amortizable Refunding Bond premium in their particular circumstances.

Internal Revenue Service Audit

The IRS has initiated an expanded program for the auditing of Refunding Bond issues (such as the Refunding Bonds), including both random and targeted audits. It is possible that the Refunding Bonds will be selected for audit by the IRS. It is also possible that the market value of the Refunding Bonds might be affected as a result of such an audit of the Refunding Bonds (or by an audit of similar obligations).

Information Reporting and Backup Withholding

Information reporting requirements apply to interest (including original issue discount) paid after March 31, 2007 on obligations, including the Refunding Bonds. In general, such requirements are satisfied if the interest recipient completes, and provides the payor with, a Form W-9, "Request for Taxpayer Identification Number and Certification," or unless the recipient is one of a limited class of exempt recipients, including corporations. A recipient not otherwise exempt from information reporting who fails to satisfy the information reporting requirements will be subject to "backup withholding," which means that the payor is required to deduct and withhold a tax from the interest

payment, calculated in the manner set forth in the Code. For the foregoing purpose, a “payor” generally refers to the person or entity from whom a recipient receives its payments of interest or who collects such payments on behalf of the recipient.

If an owner purchasing a Refunding Bond through a brokerage account has executed a Form W-9 in connection with the establishment of such account, as generally can be expected, no backup withholding should occur. In any event, backup withholding does not affect the excludability of the interest on the Refunding Bonds from gross income for Federal income tax purposes. Any amounts withheld pursuant to backup withholding would be allowed as a refund or a credit against the owner’s Federal income tax once the required information is furnished to the IRS.

A copy of the proposed form of opinion of Bond Counsel is attached hereto as Appendix D.

CERTAIN LEGAL MATTERS

Legality for Investment

Under provisions of the California Financial Code, the Refunding Bonds are legal investments for commercial banks in California to the extent that the Refunding 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 Refunding Bonds are eligible to secure deposits of public moneys in California.

Absence of Litigation

No litigation is pending or threatened concerning the validity of the Refunding Bonds, and a certificate to that effect will be furnished to purchasers at the time of the original delivery of the Refunding 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 Refunding Bonds.

The District is routinely subject to lawsuits and claims. In the opinion of the District, the aggregate amount of the uninsured liabilities of the District under these lawsuits and claims will not materially affect the financial position or operations of the District.

Compensation of Certain Professionals

Payment of the fees and expenses of Garcia, Hernández, Sawhney & Bermudez, LLP, as Bond Counsel, Jones Hall, A Professional Law Corporation, as Disclosure Counsel to the District, Caldwell, Flores, Winters Inc., as financial advisor to the District, and Nossaman LLP, Irvine, California, as Underwriter’s Counsel, is contingent upon issuance of the Refunding Bonds.

CONTINUING DISCLOSURE

The District will execute a Continuing Disclosure Certificate in connection with the issuance of the Refunding Bonds in the form attached hereto as Appendix E. The District has covenanted therein, for the benefit of holders and beneficial owners of the Refunding Bonds to provide certain financial information and operating data relating to the District to the Municipal Securities Rulemaking Board (an “**Annual Report**”) not later than nine months after the end of the District’s

fiscal year (which currently would be March 31), commencing March 31, 2016 with the report for the 2014-2015 Fiscal Year, and to provide notices of the occurrence of certain enumerated events. Such notices will be filed by the District with the Municipal Securities Rulemaking Board. The specific nature of the information to be contained in an Annual Report or the notices of enumerated events is set forth in "APPENDIX E – FORM OF CONTINUING DISCLOSURE CERTIFICATE." These covenants have been made in order to assist the Underwriter of the Refunding Bonds in complying with S.E.C. Rule 15c2-12(b)(5) (the "**Rule**").

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 include (i) filing annual reports late in the years 2010, 2011 and 2012, and (ii) 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. Identification of the foregoing instances does not constitute a representation that such instances are material. As of this date, the District has filed each of its Annual Reports for the previous five years, and has also filed required notices of insured rating changes.

The District currently serves as its own dissemination agent in connection with its prior undertakings as well as the undertaking relating to the Refunding Bonds.

Neither the County nor any other entity other than the District shall have any obligation or incur any liability whatsoever with respect to the performance of the District's duties regarding continuing disclosure.

ESCROW VERIFICATION

Causey Demgen & Moore, CPAs, Denver, Colorado (the "**Verification Agent**"), upon delivery of the Refunding Bonds, will deliver a report of the mathematical accuracy of certain computations, contained in schedules provided to them on behalf of the District, relating to the sufficiency of the anticipated amount of proceeds of the Refunding Bonds and other funds available to pay, when due, the principal, whether at maturity or upon prior redemption, interest and redemption premium requirements of the Refunded Bonds.

The report of the Verification Agent will include the statement that the scope of their engagement is limited to verifying mathematical accuracy, of the computations contained in such schedules provided to them, and that they have no obligation to update their report because of events occurring, or data or information coming to their attention, subsequent to the date of their report.

RATINGS

Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business ("**S&P**") has assigned a rating of "___" to the Refunding Bonds[, based on the understanding that the Bond Insurer will deliver its Bond Insurance Policy with respect to the Refunding Bonds upon delivery.] See "BOND INSURANCE." S&P has assigned an underlying rating of "___" to the Refunding Bonds. The District has provided certain additional information and materials to S&P (some of which does not appear in this Official Statement). Such rating reflects only the view of S&P and an explanation of the significance of such rating and outlook may be obtained only from S&P. There is no assurance that any credit ratings given to the Refunding 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 its judgment, circumstances so warrant. Any such downward revision or withdrawal of a rating may have an adverse effect on the market price of the Refunding Bonds.

UNDERWRITING

The Refunding Bonds are being purchased by Stifel, Nicolaus & Company, Incorporated (the “**Underwriter**”). The Underwriter has agreed to purchase the Refunding Bonds at a price of \$_____ which is equal to the initial principal amount of the Refunding Bonds of \$_____, plus net original issue premium of \$_____ less an Underwriter’s discount of \$_____. The purchase contract relating to the Refunding Bonds provides that the Underwriter will purchase all of the Refunding 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 Refunding 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.

FINANCIAL ADVISOR

Caldwell Flores Winters, Inc. (the “**Financial Advisor**”) has been employed by the District to perform financial services in connection with the sale and delivery of the Refunding Bonds. The Financial Advisor is an independent advisory firm and is not engaged in the business of underwriting, trading or distributing municipal securities or other public securities. The Financial Advisor is not contractually obligated to undertake, and has not undertaken to make, an independent verification or to assume responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement.

ADDITIONAL INFORMATION

The discussions herein about the Bond Resolution, the Escrow Agreement 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 mentioned are available from the Underwriter and following delivery of the Refunding Bonds will be on file at the offices of the Paying Agent in Ventura, California.

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 Refunding Bonds.

The execution and delivery of this Official Statement have been duly authorized by the District.

OXNARD SCHOOL DISTRICT

By: _____
Superintendent

APPENDIX A
OXNARD SCHOOL DISTRICT
AUDITED FINANCIAL STATEMENTS FOR FISCAL YEAR 2013-14

APPENDIX B

GENERAL AND FINANCIAL INFORMATION FOR THE OXNARD SCHOOL DISTRICT

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 Refunding Bonds is payable from the General Fund of the District. The Refunding 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. See "THE REFUNDING BONDS –Security for the Refunding Bonds" in the front half of the Official Statement.

GENERAL DISTRICT INFORMATION

General Information

The District consists of an area of 28 square miles located in the southeastern portion of Ventura County (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 in the District in fiscal year 2014-15 is approximately 16,983 students.

Administration

Board of Education. The District is governed by a five-member Board of Trustees, each member of which is elected to a four-year term. Elections for positions to the Board of Trustees are held every two years, alternating between two and three available positions. Current members of the Board of Trustees, together with their office and the date their term expires, are listed below.

<u>Name</u>	<u>Position</u>	<u>Term Expires</u>
Veronica Robles-Solis	President	November 2018
Albert Duff	Clerk	November 2016
Debra M. Cordes	Trustee	November 2018
Ernest Morrison	Trustee	November 2018
Denis O'Leary	Trustee	November 2016

Superintendent and Administrative Personnel. 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. The names and backgrounds of the Superintendent and the senior administrative staff are set forth below.

Dr. Cesar Morales, Superintendent. Dr. Morales has been Superintendent of the District since July 1, 2013. Previously he had worked as an assistant superintendent of human resources for the Lawndale School District in Los Angeles County. He has worked also as a middle school counselor, an assistant

principal, and a principal. He earned his Doctorate in Educational Leadership from University of California, Los Angeles.

Lisa Cline, Assistant Superintendent, Business and Fiscal Services. Ms. Cline has an aggregate of approximately 24 years' experience in finance with both the Ventura County Office of Education and the District. Before coming to the District, Ms. Cline served in various capacities at the Ventura County Office of Education including Payroll Manager/Senior Accountant and Payroll Supervisor. Ms. Cline joined the District on July 1, 2005 as its Director of Finance. Effective July 1, 2011, Ms. Cline was appointed Assistant Superintendent, Business and Fiscal Services.

Dr. Jesus Vaca, Assistant Superintendent, Human Resources and Support Services. Dr. Vaca has been Assistant Superintendent of Human Resources and Support Services for the District since November 2013. He has held administrative positions in education for over 17 years. Dr. Vaca's duties include, but are not limited to, collective bargaining as chief negotiator, risk management, employee recruitment and retention, and employee discipline. Dr. Vaca is also the custodian of records and is the Title IX compliance officer for the District. Prior to becoming Assistant Superintendent, Dr. Vaca was a Principal in the Ventura Unified School District. Dr. Vaca received his Doctorate in Educational Leadership from California State University, Northridge.

Dr. Nancy J. Carroll, Interim Assistant Superintendent, Educational Services. Dr. Carroll is currently serving as the Interim Assistant Superintendent until the position is permanently filled. She is a retired educator with over 39 years experience. Her past leadership positions include Superintendent of Ocean View School District in Ventura County for over 14 years, Associate Superintendent, Principal, Director of Curriculum, Special Projects Coordinator, Program Coordinator for the National Validation Project of Bilingual Programs (The Network, Inc. in Massachusetts), Bilingual Director, teacher, and Interim Charter School Director. She recently completed an assignment working as the Interim Superintendent of Human Resources for the Oxnard School District. Dr. Carroll serves on the Board of Directors for Clinicas del Camino Real, Inc., a county wide comprehensive health care services organization with 13 medical clinics throughout Ventura County. In addition to working for California Lutheran University as a member of its adjunct faculty, she serves as a volunteer for several county-wide community-based organizations. Dr. Carroll received her Ph.D. in Educational Policy and Leadership from the University of California, Santa Barbara..

Recent Enrollment Trends

The following table shows recent enrollment history for the District.

**ANNUAL ENROLLMENT
Fiscal Years 2005-06 through 2015-16 (Projected)
Oxnard School District**

School Year	Enrollment
2005-06	16,004
2006-07	15,441
2007-08	15,281
2008-09	15,400
2009-10	15,554
2010-11	15,870
2011-12	16,119
2012-13	16,533
2013-14	16,803
2014-15*	16,983
2015-16*	16,983

**Estimates and Projections as set forth in First Interim Report for fiscal year 2014-15.
Source: California Department of Education, Educational Demographics Unit; District for 2014-15 and 2015-16 Estimates and Projections.*

Employee Relations

Certificated Personnel. The District employs approximately 760 certificated employees. Certificated employees that are teaching are represented by the Oxnard Educators Association (the “**OEA**”). They are currently operating under a contract that expired June 30, 2014, which contract will remain in effect until negotiations for the next year’s contract are finalized. Certificated employees which are in non-teaching positions are represented by the Oxnard Supportive Services Association (the “**OSSA**”). The District and the OSSA are currently operating under a contract that will expire in June 2016.

Classified Personnel. The District employs approximately 850 classified employees. The California School Employees Association (“**CSEA**”) is the bargaining agent for non-teaching (classified) personnel. The District and the CSEA are currently operating under a contract that expired on October 31, 2014 which contract will remain in effect until negotiations for the next year’s contract are finalized.

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 Series C Bonds is payable from the General Fund of the District. The Series C 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 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 the 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.

The fiscal year 2013-14 State budget package 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 22.5% 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 will be 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 will have the same proportion of their respective funding gaps closed, with dollar amounts varying depending on the size of a district's funding gap.

Based on revenue projections, districts will reach what is referred to as "full funding" in eight years, being fiscal year 2020-21. This projection assumes that the State's economy will improve each year; if the economy falters it could take longer to reach full funding.

The target LCFF amounts for State school districts and charter schools based on grade levels and Targeted Students is shown below.

Grade Span Funding at Full LCFF Implementation (Target Amount)

Grade Span	Base Grant ⁽¹⁾	K-3 Class Size Reduction and 9-12 Adjustments	Average Assuming 0% Targeted Students	Average Assuming 25% Targeted Students	Average Assuming 50% Targeted Students	Average Assuming 100% Targeted Students
K-3	\$6,845	\$712	\$7,557	\$7,935	\$8,313	\$10,769
4-6	6,947	N/A	6,947	7,294	7,642	9,899
7-8	7,154	N/A	7,154	7,512	7,869	10,194
9-12	8,289	\$216	8,505	8,930	9,355	12,119

⁽¹⁾ Does not include adjustments for cost of living.
Source: California Department of Education.

The new legislation 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.

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 2013-14 Budget 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.

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 fund groups, with each group consisting of a separate set of self-balancing accounts containing assets, liabilities, fund balances, revenues and expenditures. 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 general fund finances the legally authorized activities of the District for which restricted funds are not provided. General fund revenues are derived from such sources as State school fund apportionments, taxes, use of money and property, and aid from other governmental agencies. The District's June 30, 2014 Audited Financial Statements were prepared by Nigro & Nigro, PC, Murrieta, California and are attached hereto as Appendix A. Audited financial statements for the District for prior fiscal years are on file with the District and available for public inspection at the Office of the Assistant Superintendent, Business and

Fiscal Services of the District, Oxnard School District, 1051 South A Street, Oxnard, California 93030. The District has not requested, and the auditor has not provided, any review or update of such Financial Statements in connection with inclusion in this Official Statement. Copies of such financial statements will be mailed to prospective investors and their representatives upon written request to the District. This District may impose a charge for copying, mailing and handling.

General Fund Revenues, Expenditures and Changes in Fund Balance. The following table shows the audited income and expense statements for the District for the fiscal years 2009-10 through 2013-14.

REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
Fiscal Years 2009-10 through 2013-14 (Audited)⁽¹⁾
Oxnard School District

	Audited 2009-10	Audited 2010-11	Audited 2011-12	Audited 2012-13	Audited 2013-14
SOURCES					
Revenue Limit/LCFF Sources	\$ 71,886,223	\$77,372,839	\$81,727,624	\$80,708,014	\$108,351,091
Federal Revenue	15,142,730	20,332,876	11,777,393	10,812,581	10,839,213
Other State Revenue	31,392,297	29,813,751	27,553,283	27,041,981	13,469,896
Other Local Revenue	7,626,844	8,184,325	7,999,897	8,887,489	9,837,142
Total Revenue Limit	126,048,094	135,703,791	129,058,197	127,450,065	142,497,342
EXPENDITURES					
Instruction	89,864,299	93,123,252	86,785,019	85,510,009	91,155,885
Instruction – Related Services	13,035,292	14,694,495	14,068,490	14,169,144	16,057,688
Pupil Services	6,833,540	6,689,435	8,461,545	6,151,627	7,379,861
General Administration	6,479,116	7,944,977	6,128,381	6,842,927	7,880,560
Plant Services	10,720,086	10,870,352	10,423,167	15,028,480	12,702,351
Facility acquisition and construction	1,550,060	230,069	539,807	--	--
Community services	1,123,810	1,025,241	--	841,042	870,056
Other Outgo	2,763,481	1,403,871	588,195	(435,892)	(432,549)
Debt Service	378,000	283,500	--	--	352,729
Capital Outlay	--	--	--	375,466	1,012,247
Intergovernmental Transfers	--	--	--	2,003,040	2,344,764
Total Expenditures	132,747,684	136,265,192	126,994,604	130,485,843	139,323,592
Excess of (Deficiency) of Revenues Over Expenditures	(6,699,590)	(561,401)	2,063,593	(3,035,778)	3,173,750
OTHER FINANCING SOURCES					
Operating Transfers In	--	3,992,378	--	--	--
Proceeds from long-term debt	--	--	--	4,797,640	--
Operating Transfers Out	--	--	(352)	(666,408)	(166,248)
Total Other Financing Sources (uses)	--	3,992,378	(352)	4,131,232	(166,248)
NET Change in Fund Balance	(6,699,590)	3,430,977	2,063,241	1,095,454	3,007,502
Fund Balance, July 1	18,444,993	11,745,403	15,176,380	16,669,030	17,764,484
Adjustments for restatements	--	--	(570,591)	--	--
Fund Balance, as restated	--	--	14,605,789	--	--
Fund Balance, June 30	\$ 11,745,403	\$15,176,380	\$16,669,030	\$17,764,484	\$20,771,986

(1) Totals may not foot due to rounding.

Source: Oxnard School District - Audited Financial Statements.

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 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 Education 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.

District's Budget Approval/Disapproval and Certification History. During the past five years, each of the District's adopted budgets have been approved by the County Superintendent and the District has received positive certifications on all of its interim reports.

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.

District's 2014-15 Figures. The following table shows the income and expense statements for the District for fiscal year 2014-15 (budgeted and First Interim budget projections).

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REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
Fiscal Year 2014-15 (Adopted Budget and First Interim)⁽¹⁾
Oxnard School District

	Budgeted Fiscal Year 2014-15	First Interim Fiscal Year 2014-15
Revenues		
LCFF Sources ⁽²⁾	\$125,566,777	\$125,951,694
Federal revenues	13,594,427	18,110,293
Other state revenues	9,822,495	12,156,926
Other local revenues	8,494,845	9,131,500
Total Revenues	<u>157,478,544</u>	<u>165,350,413</u>
Expenditures		
Certificated salaries	69,366,806	71,626,890
Classified salaries	22,783,045	22,761,956
Employee benefits	32,115,656	30,527,711
Books and supplies	9,399,467	17,262,494
Contract services & operating exp.	18,659,355	21,308,967
Capital outlay	443,300	1,566,136
Other outgo (excluding indirect costs)	2,825,530	2,825,530
Other outgo – transfers of indirect costs	(415,556)	(440,914)
Total expenditures	<u>155,177,603</u>	<u>167,438,770</u>
Excess of revenues over/(under) expenditures	2,300,941	(2,088,357)
Other financing sources (Uses)		
Operating transfers in	--	--
Operating transfers out	(955,249)	(955,249)
Total other financing sources (uses)	<u>(955,249)</u>	<u>(955,249)</u>
Net change in fund balance	1,345,692	(3,043,606)
Fund balance, July 1	21,680,426	21,680,426
Fund balance, June 30	<u>\$23,026,118</u>	<u>\$18,636,820</u>

(1) Totals may not foot due to rounding.

(2) LCFF commenced in fiscal year 2013-14. The District has a high proportion of English language learners, students from low income families and foster youth (90% of student population). Therefore, funding under the LCFF includes base grant funding, supplemental funding and concentration grant funding.

Source: Oxnard School District First Interim Report for Fiscal Year 2014-15.

Assumptions Used with Respect to 2014-15 Budget. The District's fiscal year 2014-15 Budget was adopted on June 25, 2014. The Local Control Accountability Plan was also adopted on such date. Financial assumptions for budget development included: growth in ADA by 1.57% (256 students), LCFF gap funding by 0.28%, step and column payroll increases of 1.50%. The District updates its budget three times following original adoption.

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 an unrestricted reserve which meets the State's minimum requirements.

In connection with legislation adopted in connection with the State’s fiscal year 2014-15 Budget (“**SB 858**”), the Education Code was amended to provide that, beginning in fiscal year 2015-16, if a district’s proposed budget includes a local reserve above the minimum recommended level, the governing board must provide the information for review at the annual public hearing on its proposed budget. In addition, SB 858 included a provision which limits the amount of reserves which may be maintained at the District level. This proposed reserve fund “cap” was conditioned on the success of Proposition 2 on the November 4, 2014 statewide ballot, which was approved by voters. This provision may, under certain circumstances, limit the District’s ability to maintain reserves above a certain level. The District cannot predict how this legislation will impact its reserves and future spending. See “STATE FUNDING OF EDUCATION; RECENT STATE BUDGETS - 2014-15 State Budget.”

Attendance - Revenue Limit and LCFF Funding

As described herein, prior to fiscal year 2013-14, school districts in California derived most State funding based on a formula which considered a revenue limit per unit of average daily attendance (“**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 two tables set forth historical revenue limit funding for the District through fiscal year 2012-13, and LCFF funding for the District for fiscal year 2013-14 and 2014-15 (Budgeted).

**AVERAGE DAILY ATTENDANCE AND FUNDED REVENUE LIMIT
Fiscal Years 2009-10 through 2012-13
Oxnard School District**

Fiscal Year	ADA	Funded Revenue Limit Per ADA
2009-10	15,007	\$4,976.07
2010-11	15,238	5,033.40
2011-12	15,665	5,028.48
2012-13	15,982	5,028.48

*(1) Funded figures reflect actual funding after application of deficit factor.
Source: Oxnard School District.*

**AVERAGE DAILY ATTENDANCE AND LCFF
Fiscal Years 2013-14 and 2014-15
Oxnard School District
ADA, Enrollment and Target Student Percentages (LCFF Implemented)
Fiscal Years 2013-14 and 2014-15 (Budgeted)**

Fiscal Year		Average Daily Attendance ⁽¹⁾				Total ADA/\$ Base Grant ⁽¹⁾	Enrollment ⁽²⁾	
		K-3	4-6	7-8	9-12		Total Enrollment	% of Target Student Enrollment
2013-14	ADA	7,756.47	5,238.40	3,265.03	--	16,259.90	16,787	89.94%
	Targeted Base Grant	\$6,952	\$7,056	\$7,266	\$8,419	\$114,608,837	--	--
2014-15	ADA	7,786.77	5,356.98	3,281.30	--	16,454.75	16,983	89.81%
	Targeted Base Grant	\$7,011	\$7,116	\$7,328	\$8,491	\$117,405,013	--	--

(1) Nearly 90% of the District's student population (unduplicated count) consists of students which qualify the District for supplemental and concentration grant funding. In addition, the District is entitled under the LCFF for an economic recovery funding. Target funding under LCFF for fiscal year 2013-14 was \$164,410,949 and for fiscal year 2014-15 (Budgeted) is \$168,374,054.

(2) As of the October report submitted to the California Basic Educational Data System ("CBEDS"). For purposes of calculating Supplemental and Concentration grants, a school district's fiscal year 2013-14 percentage of unduplicated Target Students will be expressed solely as a percentage of its total fiscal year 2013-14 enrollment. Unduplicated count for fiscal year 2013-14 was 15,098 and for fiscal year 2014-15 is projected to be 15,230.

Source: Oxnard School District.

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 No Child Left Behind, 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.”

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.

District Retirement Systems

Qualified employees are covered under multiple-employer defined benefit pension plans maintained by agencies of the State of California. Certificated employees are members of the State Teachers' Retirement System (“**STRS**”) and classified employees are members of the Public Employees' Retirement System (“**PERS**”).

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. Benefit provisions are established by State statutes, as legislatively amended, within the State Teacher’s Retirement Law. Active plan members are required to contribute 8.0% of their salary and the District is required to contribute a legislatively determined rate. The required employer contribution rate for fiscal year 2013-14 was 8.25% of annual payroll. The District’s contributions to STRS for the past three and current projected fiscal years are set forth in the following table.

**STRS Contributions
Oxnard School District
Fiscal Years 2011-12 through 2014-15 (Projected)**

Fiscal Year	Amount
2011-12	\$4,827,110
2012-13	4,813,495
2013-14	5,202,433
2014-15*	6,076,134

**Projected in First Interim Report.
Source: Oxnard School District.*

New Legislation Regarding STRS Contributions Implemented in FY 2014-15. In connection with the State’s adoption of its fiscal year 2014-15 Budget, the Governor signed into law Assembly Bill 1469 (“**AB 1469**”), which represents a legislative effort to address the unfunded liabilities of the STRS pension plan (see below section entitled “State Pension

Trusts”). AB 1469 addresses the funding gap by increasing contributions of plan members, employers (including the District) and the State commencing in fiscal year 2014-15. Pursuant to AB 1469, employer contribution rates to the STRS plan will increase over the next seven years, from the contribution rate of 8.25% in fiscal year 2013-14 to 19.1% in fiscal year 2020-21. Thereafter, employer contribution rates will be determined by the STRS board to reflect the contribution required to eliminate unfunded liabilities by June 30, 2046. STRS employer contribution rates under AB 1469 for fiscal years 2014-15 through 2020-21 are summarized in the following table.

AB 1469 STRS Employer Contribution Rates

Fiscal Year	% Increase From FY 2013-14 Rate* Under AB 1469	Total Contribution Rate
2014-15	0.63%	8.88%
2015-16	2.48	10.73
2016-17	4.33	12.58
2017-18	6.18	14.43
2018-19	8.03	16.28
2019-20	9.88	18.13
2020-21	10.85	19.10

**Fiscal year 2013-14 rate of 8.25%.*

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 of California. The District is part of a "cost-sharing" pool within PERS. 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. For 2013-14, the normal cost is 11.85%, which rounds to a 6.0% contribution rate. "Classic" plan members continue to contribute 7.0%. The District is required to contribute an actuarially determined rate. The actuarial methods and assumptions used for determining the rate are those adopted by the PERS Board of Administration. The required employer contribution rate for fiscal year 2013-14 was 11.442% of covered payroll. The contribution requirements of the plan members are established by State statute. The District’s contributions to PERS for the past three and current projected fiscal years are set forth in the following table.

**PERS Contributions
Oxnard School District
Fiscal Years 2011-12 through 2014-15 (Projected)**

Fiscal Year	Amount
2011-12	2,303,171
2012-13	2,473,244
2013-14	2,702,232
2014-15*	2,906,637

**Projected in First Interim Report.
Source: Oxnard School District.*

PERS Board Adopts New Employer Contribution Rates. On April 16, 2014, the Board of Administration of PERS approved new contribution rates beginning on July 1, 2014. School district employer contribution rates will reflect new demographic assumptions and other changes in actuarial assumptions which were adopted by the Board in February 2014. The new

assumptions, which are aimed eliminating the unfunded liability of PERS in approximately 30 years, will be implemented for school districts beginning in fiscal year 2016-17, with the costs spread over twenty years and the increases phased in over the first five years. These new employer contribution rates continue to recognize asset losses from prior years. Projected employer contribution rates for school districts are as follows:

Projected PERS Contribution Rates for School Districts

2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-21
11.7%	12.6%	15.0%	16.6%	18.2%	19.9%	20.4%

Source: California Public Employees' Retirement System

State Pensions Trusts. Both the PERS and STRS systems are operated on a statewide basis. District contribution rates to PERS can vary annually depending on changes in actuarial assumptions and other factors, such as liability. Contributions to STRS can only be changed legislatively. Both PERS and STRS have substantial State unfunded actuarial liabilities, being \$49.5 billion for PERS as of June 30, 2013 (the date of the last actuarial valuation for PERS) and \$73.7 billion for STRS as of June 30, 2013 (the date of the last actuarial valuation for STRS). As described above, AB 1469 was enacted in connection with the State's 2014-15 Budget in an attempt to reduce and eliminate the unfunded liability of the STRS pension plan, and the PERS Board has recently taken actions to increase contribution rates in order to address unfunded liabilities.

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; (ii) PERS, P.O. Box 942703, Sacramento, California 94229-2703. More information regarding STRS and PERS can also be obtained at their websites, www.calstrs.com and www.calpers.ca.gov, respectively. However, information in the financial reports and on the websites is not incorporated in this Official Statement by reference. See also the following paragraph on recent pension reform legislation.

Pension Reform Act of 2013 (Assembly Bill 340). On September 12, 2012, Governor Brown signed AB 340, enacting the California Public Employees' Pension Reform Act of 2013 ("PEPRA") and amending various sections of the California Education and Government Codes. AB 340 (i) increased the retirement age for new State, school, and city and local agency employees depending on job function, (ii) capped the annual PERS and STRS pension benefit payouts, (iii) addressed numerous abuses of the system, and (iv) required State, school, and certain city and local agency employees to pay at least half of the costs of their PERS pension benefits. PEPRA applies to all public employers *except* the University of California, charter cities and charter counties (except to the extent they contract with PERS.)

The provisions of AB 340 went into effect on January 1, 2013 with respect to new State, school, and city and local agency employees hired on that date and after; existing employees who are members of employee associations, including employee associations of the Districts, have a five-year window to negotiate compliance with AB 340 through collective bargaining. If no deal is reached by January 1, 2018, a city, public agency or school district could force employees to pay their half of the costs of PERS pension benefits, up to 8 percent of pay for civil workers and 11 percent or 12 percent for public safety workers.

PERS has predicted that the impact of AB 340 on employees and employers, including the Districts and other employers in the STRS system, will vary, based on each employer's current level of benefits. 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. Additionally, PERS has noted that changes arising from AB 340 could ultimately have an adverse impact on public sector recruitment in areas that have historically experienced recruitment challenges due to higher pay for similar jobs in the private sector.

With respect to STRS, the provisions of AB 1469 effective as of July 1, 2014 effectively addressed the contribution requirements of STRS members, employers and the State.

More information about AB 340 can be accessed through the PERS's web site at www.calpers.ca.gov/index.jsp?bc=/member/retirement/pension-reform-impacts.xml&pst=ACT&pca=ST and through the STRS web site at http://www.calstrs.com/Newsroom/whats_new/AB340_detailed_impact_analysis.pdf. *The references to these internet websites are shown for reference and convenience only; the information contained within the websites may not be current and has not been reviewed by the District and is not incorporated herein by reference.*

Other Post-Employment Retirement Benefits

The Plan Generally. The Oxnard School District Retiree Health Benefits Plan (the "Plan") is a single-employer defined benefit healthcare plan administered by the District. The Plan provides medical and dental insurance benefits to eligible retirees and their spouses. Membership of the Plan as of the 2014-15 fiscal year consists of 273 retirees and beneficiaries currently receiving benefits and 1,088 active plan members.

Contribution Information. The contribution requirements of Plan members and the District are established and may be amended by the District and employee bargaining units. The required contribution is based on projected pay-as-you-go financing requirements. For fiscal year 2013-14, the District contributed \$3,784,919 to the Plan, of which \$3,289,000 was used for current premiums.

Annual OPEB Cost and Net OPEB Obligation. The District's annual other postemployment benefit ("OPEB") cost is calculated based on the annual required contribution of the employer ("ARC"), an amount actuarially determined in accordance with the parameters of Government Accounting Standards Board Statement No. 45 ("GASB 45"). GASB 45 requires local government employers who provide OPEB as part of the compensation offered to employees to recognize the expense and related liabilities and assets in their financial statements. The District implemented GASB 45 for fiscal year ending June 30, 2009.

The ARC represents a level of funding that, if paid on an ongoing basis, is projected to cover normal cost each year and amortize any unfunded actuarial accrued liabilities ("UAAL") over a period not to exceed thirty years. The following table shows the components of the District's annual OPEB cost for the year, the amount actually contributed to the plan (which was 29.2% of ARC), and changes in the District's net OPEB obligation to the Plan:

**OPEB Components for Fiscal Year 2013-14
Oxnard School District**

Annual required contribution	\$ 6,411,633
Interest on net OPEB obligation	592,897
Adjustment to annual required contribution	<u>(525,567)</u>
Annual OPEB cost (expense)	6,478,963
Contributions made	<u>(3,784,919)</u>
Increase in net OPEB obligation	2,694,044
Net OPEB obligation, beginning of year	<u>11,857,947</u>
Net OPEB obligation, end of year	<u><u>\$14,551,991</u></u>

Source: Oxnard Unified School District Audited Financial Statement for Fiscal Year 2013-14.

OPEB Funded Status and Funding Progress. Actuarial valuations of an ongoing plan involve estimates of the value of reported amounts and assumptions about the probability of occurrence of events far into the future. Examples include assumptions about future employment, investment returns, mortality, and the healthcare cost trend. Amounts determined regarding the funded status of the plan and the annual required contributions of the employer are subject to continual revision as actual results are compared with past expectations and new estimates are made about the future. The schedule of funding progress presents multiyear trend information about whether the actuarial value of plan assets is increasing or decreasing over time relative to the actuarial accrued liabilities for benefits:

**Schedule of OPEB Funding Progress
Oxnard School District**

Actuarial Valuation Date	Actuarial Value of Assets	Actuarial Accrued Liability Entry Age Normal	Unfunded Actuarial Accrued Liability	Funded Ratio	Covered Payroll	UAAL as a % of Covered Payroll
May 1, 2009	\$5,749,162	\$41,778,225	\$36,029,063	13.8%	n/a	n/a
June 25, 2011	6,247,011	41,431,056	35,184,045	15.1	n/a	n/a
August 1, 2013	7,689,734	64,082,923	56,393,189	12.0	n/a	n/a

Source: Oxnard Unified School District Audited Financial Statement for Fiscal Year 2012-13.

Actuarial Methods and Assumptions. As described in the District's 2013-14 Audited Financial Statements (Note 12), the actuarial methods and assumptions used include techniques that are designed to reduce the effects of short-term volatility in actuarial accrued liabilities and the actuarial value of assets, consistent with the long-term perspective of the calculations.

In the August 1, 2013, actuarial valuation, the entry age normal method was used. The actuarial assumptions included a 4.75% investment rate of return (net of administrative expenses), based on the plan being funded in an irrevocable employee benefit trust invested in a combined equity and fixed income portfolio. Healthcare cost trend rates were assumed to be 4%. The UAAL is being amortized at a level dollar method. The remaining amortization period at June 30, 2013, was 30 years. The actuarial value of assets was determined to be \$7,689,734 in this actuarial valuation. The allocation of OPEB cost is based on years of service.

Existing Debt Obligations

In addition to the District’s ongoing obligations with respect to retirement plans and OPEB described above, the District has outstanding general obligation bond indebtedness, as well as certificates of participation payable from the general fund and an energy retrofit agreement. The District has never defaulted on the payment of principal or interest on any of its long-term indebtedness. See “APPENDIX A - Audited Financial Statements of the District – Note 7 - General Long-Term Debt” for summaries and expected debt service requirements of the District’s long-term debt. See also “DEBT SERVICE SCHEDULES” in the body of this Official Statement.

General Obligation Bonds

The District has issued general obligation bonds pursuant to voter authorizations received on November 7, 2006 and November 6, 2012, respectively. The District also has outstanding various issues of refunding general obligations bonds. Each such bonds are described below.

2006 Authorization. On November 7, 2006, the District received authorization to issue \$64 million in general obligation bonds. The bonds were authorized in order to replace portable classrooms and relieve student overcrowding by building and equipping new classrooms and educational facilities. Series A and Series B issued pursuant to such authorization are currently outstanding, with a final maturity of August 1, 2036. As of August 1, 2014, the principal balance outstanding was \$44.4 million. The 2006 Series B Bonds are being advanced refunded with Refunding bond proceeds, as described in the body of this Official Statement.

2012 Authorization. Bonds were authorized at an election of the registered voters of the District held on November 6, 2012 at which more than 55 percent of the voters authorized the issuance and sale of general obligation bonds not to exceed \$90,000,000. The bonds are general obligations of the District. The County is obligated to levy *ad valorem* taxes upon all property within the District for the payment of interest and principal of the bonds. The bonds were issued to finance the acquisition, construction, and modernization of school facilities and to pay costs of the issuance of the bonds, as authorized by District voters. Series A, Series B and Series C are currently outstanding, with a final maturity of August 1, 2044. As of August 1, 2014, the principal balance outstanding was \$59,205,000.

Refunding GO Bonds. In recent years, the District has utilized the standard practice of issuing refunding general obligation bonds. Refunding general obligation bonds allow the District to seize current market interest rates to reduce interest expense on outstanding general obligation bonds. The District currently has six series of refunding general obligation bonds outstanding with a total par amount, as of August 1, 2014, of \$54.4 million.

Certificates of Participation

On August 1, 1997 the District issued \$7,265,000 Certificates of Participation pursuant to a lease agreement with the Ventura County Public

Facilities Financing Corporation for the purpose of the final construction of the Norman Brekke Elementary School. The certificates were sold bearing stated interest rates ranging between 4.75 percent and 5.45 percent and maturing between August 1, 1998 and 2028. On January 19, 2010 the District issued \$5,285,900 of Refunding Certificates of Participation pursuant to a lease agreement with the Public Property Financing Corporation of California for the purpose of refunding the 1997 Certificates. The 2010 Certificates were sold bearing stated interest rate of 4.75 percent maturing between August 1, 2011 and August 1, 2026. As of August 2, 2014, the principal balance outstanding was \$4.6 million.

Energy Retrofit Agreement

On July 17, 2012, the District entered into an equipment lease/purchase agreement with Banc of America Public Capital Corp. for the acquisition of an energy efficiency program and corresponding equipment. The acquisition amount was \$4,797,640 with a contract rate of 2.98% and total payments of \$6,140,842, with the final payment due in fiscal year 2027-28.

Investment of District Funds

In accordance with Government Code Section 53600 *et seq.*, the Ventura 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 H hereto for a copy of Ventura 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 “—State Funding of Education – Revenue Limits” 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

General. 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. California school districts receive an average of about 55% of their operating revenues from various State sources. The primary source of funding for school districts is funding under the LCFF, which is 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 entitlement

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. Decreases in State revenues may significantly affect appropriations made by the legislature to school districts.

The following information concerning the State’s budgets for the current and most recent preceding years has been compiled from publicly-available information provided by the State. Neither the District, the County, nor the Underwriter is responsible for the information relating to the State’s budgets provided in this section. Further information is available from the Public Finance Division of the State Treasurer’s Office.

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.

Recent State Budgets

Certain information about the State budgeting process and the State Budget is available through several State of California sources. A convenient source of information is the State's website, where recent official statements for State bonds are posted. *The references to internet websites shown below are shown for reference and convenience only, the information contained within the websites may not be current and has not been reviewed by the District and is not incorporated herein by reference.*

- The California Department of Finance's Internet home page at www.dof.ca.gov, under the heading "California Budget", includes the text of proposed and adopted State Budgets.
- The State Legislative Analyst's Office prepares analyses of the proposed and adopted State budgets. The analyses are accessible on the Legislative Analyst's Internet home page at www.lao.ca.gov under the heading "Subject Area – Budget (State)".

Prior Years' Budgeting Techniques. Declining revenues and fiscal difficulties which arose in the State commencing in fiscal year 2008-09 led the State to undertake a number of budgeting strategies, which had subsequent impacts on local agencies within the State. These techniques included the issuance of IOUs in lieu of warrants (checks), the enactment of statutes deferring amounts owed to public schools, until a later date in the fiscal year, or even into the following fiscal year (known as statutory deferrals), trigger reductions, which were budget cutting measures which were implemented or could have been implemented if certain State budgeting goals were not met, among others, and the dissolution of local redevelopment agencies in part to make available additional funding for local agencies. Although the fiscal year 2014-15 State Budget is balanced and projects a balanced budget for the foreseeable future, largely attributable to the additional revenues generated due to the passage of Proposition 30 at the November 2, 2012 statewide election, there can be no certainty that budget-cutting strategies such as those used in recent years will not be used in the future should the State Budget again be stressed and if projections included in such budget do not materialize.

2013-14 State Budget: Significant Change in Education Funding. As described previously herein, the 2013-14 State Budget and its related implementing legislation enacted significant reforms to the State's system of K-12 education finance with the enactment of the LCFF. Significant reforms such as the LCFF and other changes in law may have significant impacts on the District's finances.

2014-15 Adopted State Budget

On June 20, 2014, Governor Brown approved the 2014-15 Budget Act (the "**2014-15 Budget**"), projecting \$108 billion in general fund revenues, which is \$7.3 billion more in general fund revenues than in fiscal year 2013-14. The 2014-15 Budget is balanced and projects paying down more than \$10 billion in unprecedented amounts of budgetary debt from past years, including paying down deferral of payments to schools by \$5 billion, paying off Economic Recovery Bonds, repaying various special fund loans, and funding \$100 million in mandate claims that have been owed to local governments since 2004. The budgetary deficit is projected to be reduced to below \$5 billion by the end of fiscal year 2016-17. The fiscal year begins with a 2014-15 State Budget reserve of \$2 billion dollars, including \$1.6 billion in the State's Budget Stabilization Account, also known as the State's rainy day fund. Temporary revenues provided

by the passage of Proposition 30 (Sales and Income Tax Revenue Increase approved by State voters at an election held on November 6, 2012) and spending cuts have allowed for continued economic growth in the State. The 2014-15 State Budget also contains triggers allowing for additional spending, if various revenue benchmarks are exceeded. If revenues surpass certain estimates, then the 2014-15 Budget calls for more funds to be applied to higher education and to pay down debt. Certain highlights of the 2014-15 Budget are described below.

Plan for Reducing STRS Unfunded Liability. The California State Teachers' Retirement System ("STRS") has funded significant unfunded liability. Without changes to how the system is funded, STRS is expected to run out of money in about 33 years. To prevent this, the 2014-15 Budget sets forth a plan that shares responsibility among the school districts, the State, and teachers to better fund STRS. Increased contributions for the first year from all three of these sources will total \$275 million. Contributions will increase in subsequent years, reaching more than \$5 billion annually. This plan is projected to eliminate unfunded liability by 2046.

Constitutional Amendment on November, 2014 Ballot: Rainy Day Fund. The 2014-15 State Budget included a proposed constitutional amendment which was placed before State voters on November 4, 2014. The measure was approved by voters, resulting in a change to the State's previously existing requirements for the Budget Stabilization Account, the State's existing rainy day account. This amendment:

- Requires deposits into the Rainy Day Fund whenever capital gains revenues rise to more than 8% of general fund tax revenues, and would set the maximum size of the Rainy Day Fund at 10% of State general fund revenues.
- Requires half of each year's deposit for the next 15 years be used for supplemental payments of debt or other long-term liabilities.
- Allows for withdrawal of funds only for a disaster or if spending remains at or below the highest level of spending from the past three years. The maximum amount that could be withdrawn in the first year of a recession would be limited to half of the Rainy Day Fund's balance.
- Requires that the State provide a multiyear budget forecast to better manage the State's long-term finances.
- Creates a Proposition 98 reserve, known as the Public School System Stabilization Account, where spikes in funding would be saved for future years. This is intended to smooth school spending and minimize future cuts to education funding.

In addition, approval of this amendment had the effect of enacting a related trailer bill (SB 858), which imposes a cap on the amount school districts may maintain in reserves. Specifically, the legislation, among other things, enacts Education Code Section 42127.01, operative December 15, 2014, and provides that in any fiscal year immediately after a fiscal year in which a transfer is made to the Public School System Stabilization Account (referenced in the last bullet point above), a school district may not adopt a budget that contains

a reserve for economic uncertainties in excess of twice the applicable minimum recommended reserve for economic uncertainties established by the State Board (for school districts with ADA over 400,000, the limit is three times the amount). Exemptions can be granted by the County Superintendent under certain circumstances. AB 146 is currently pending in the California legislature, which would repeal Education Code Section 42127.01.

K - 12 Budget Adjustments. The 2014-15 State Budget includes total funding of \$76.6 billion (\$45.3 billion general fund and \$31.3 billion other funds) for all K-12 education programs. Proposition 98 funding has contributed \$10 billion to the total funding amount and the fiscal year 2014-15 State Budget provides \$1,954 more per K-12 student in 2014-15 than was provided in fiscal year 2011-12. The 2014-15 State Budget also provides \$4.7 billion for the second year of implementing the LCFF and continues to commit most new funding to districts serving English language learners, students from low-income families, and youth in foster care. The Education Budget Trailer Bill ("**SB 858**") is included in the 2014-15 State Budget and contains two separate provisions that have the potential to affect district reserve funds. In addition, the 2014-15 State Budget includes the following:

- Local Control Funding Formula. The 2014-15 State Budget contains an increase of \$4.75 billion in the Proposition 98 funding to continue the State's transition to the LCFF. This increase will close the remaining funding implementation gap by more than 29%. Additionally, the 2014-15 State Budget addresses an administrative problem related to the collection of income eligibility forms that are used to determine student eligibility for free or reduced-price meals.
- K-12 Deferrals. The 2014-15 State Budget repays nearly \$4.7 billion in Proposition 98 funding for K-12 expenses that had been deferred from one year to the next during the past few years. This repayment will leave an outstanding balance of less than \$900 million in K-12 deferrals. The 2014-15 State Budget also contains a trigger mechanism that will appropriate any additional funding resources attributable to the 2013-14 and 2014-15 fiscal years subsequent to the enactment of the 2014-15 State Budget for the purpose of retiring the remaining \$900 million in K-12 deferrals.
- Independent Study. The 2014-15 State Budget reduces administrative burdens and frees up time for teachers to spend on student instruction and support, making it easier for schools to offer and expand instructional opportunities available to students through non-classroom based instruction.
- K-12 Mandates. The 2014-15 State Budget provides \$400.5 million in one-time Proposition 98 funding to reimburse K-12 local educational agencies for the costs of state-mandated programs. These funds will make a significant down payment on outstanding mandate debt, while providing school districts, county offices of education, and charter schools with discretionary resources to support critical investments such as Common Core implementation.
- K-12 High-Speed Internet Access. The 2014-15 State Budget increases the one-time Proposition 98 funding for the K-12 High Speed Network by \$26.7 million. This fund provides technical assistance and grants to local educational agencies to address the technology requirements necessary for Common Core implementation.

- **Career Technical Education Pathways Program.** The 2014-15 State Budget increases by \$250 million the one-time Proposition 98 funding to support a second cohort of competitive grants for participating K-12 local educational agencies. Established in the 2013 Budget Act, the Career Pathways Trust Program provides grant awards to improve career technical programs and linkages between employers, schools and community colleges.

Higher Education and Healthcare. The 2014-15 State Budget includes total funding of \$26.2 billion (\$14.7 billion general fund and local property tax and \$11.5 billion other funds). It also provides for up to a 20% increase in general fund appropriations over a four-year period. The 2014-15 Budget includes a 5% increase in 2014-15 for each university system, which equals \$284 million total. Regarding healthcare, the State's adoption of the optional expansion of Medi-Cal under the federal law known as the Affordable Care Act created major new spending commitments. The 2014-15 Budget assumes an additional Medi-Cal caseload of 2.5 million individuals and a rise in costs of \$2.4 billion over fiscal year 2012-13.

Emergency Drought Response. On January 17, 2014, Governor Brown proclaimed a state of emergency due to the severe drought conditions faced by the State. Legislation was enacted in February which provided \$687.4 million to support drought relief. The 2014-15 State Budget includes additional one-time resources to continue immediate drought-related efforts started in 2014, such as an increase of \$53.8 million from the State's general fund and \$12.2 million other funds for firefighting efforts, and an increase of \$18.1 million from the State's general fund to aid in assessing water conditions and provide public outreach regarding water conservation.

Numerous Factors Affecting Budget and Projections. The execution of the 2014-15 State Budget may be affected by numerous factors, including but not limited to: (i) shifts of costs from the federal government to the State, (ii) national, State and international economic conditions, (iii) litigation risk associated with spending reductions, including the elimination of redevelopment agencies, (iv) rising health care costs (v) large unfunded liabilities for retired State employee's pensions and healthcare, (vi) deferred maintenance of State's critical infrastructure and (vii) other factors, all or any of which could cause the revenue and spending projections made in 2014-15 State Budget to be unattainable. The District cannot predict the impact that the 2014-15 State Budget, or subsequent budgets, will have on its own finances and operations. Additionally, the District cannot predict the accuracy of any projections made in the State's 2014-15 State Budget.

The complete 2014-15 State Budget is available from the California Department of Finance website at www.dof.ca.gov. The District can take no responsibility for the continued accuracy of this internet address or for the accuracy, completeness or timeliness of information posted there, and such information is not incorporated in this Official Statement by such reference. The information referred to above should not be relied upon in making an investment decision with respect to the Refunding Bonds.

California Spending Plan. In October 2014 the Legislative Analyst's Office released its *California Spending Plan* (a publication summarizing the State's current spending plan, including legislative and gubernatorial action through October 2014). The Spending Plan reports, among other things:

- The State General Fund and Education Protection Fund are \$107 billion

in 2014-15 (an increase of nearly 5% over the prior year's levels).

- The State's 2014-15 fiscal year is projected to end with \$2.1 billion in total reserves.
- The 2014-15 Proposition 98 minimum guarantee is up \$2.6 billion over the revised 2013-14 levels.
- In 2014-15, \$5.2 billion in outstanding K-14 deferrals and \$450 million in outstanding education mandates are expected to be paid down.
- An expected \$4.7 billion in additional funding for LCFF implementation (12% higher than the 2013-14 level, and sufficient to close 29% of the funding gap).

These gains are largely due to modest revenue growth assumed in 2014-15 from personal income taxes, sales and use taxes, and corporation taxes. The complete California Spending Plan may be accessed at the following link: <http://lao.ca.gov/Publications/Detail/3049>, although the information available through such site is not incorporated herein by reference.

2015-16 Proposed State Budget

On January 9, 2015, Governor Brown presented his proposed budget for the 2015-16 Fiscal Year (the "**2015-16 Proposed State Budget**"). The 2015-16 Proposed State Budget proposes a multiyear plan that is balanced, maintains a \$3.4 billion reserve, and pays down budgetary debt from past years. Under the 2015-16 Proposed State Budget, funding levels for the K-12 [Local Control Funding Formula ("**LCFF**")]] will increase by \$4 billion to \$13,462 per pupil, and funding levels for workforce education and training will increased by \$876 million. Funding is also increased for the University of California and California State University higher education systems. The 2015-16 Proposed State Budget includes a \$115 million allocation from the State's General Fund to address the drought, and addresses deferred maintenance issues with \$500 million from the State's General Fund.

The complete 2015-16 Proposed State Budget is available from the California Department of Finance website at www.dof.ca.gov. The District can take no responsibility for the continued accuracy of this internet address or for the accuracy, completeness or timeliness of information posted there, and such information is not incorporated in this Official Statement by such reference. The information referred to above should not be relied upon in making an investment decision with respect to the Refunding Bonds.

The execution of 2015-16 Proposed State Budget may be affected by numerous factors, including but not limited to: (i) shifts of costs from the federal government to the State, (ii) national, State and international economic conditions, (ii) litigation risk associated with proposed spending reductions, (iii) rising health care costs and (iv) other factors, all or any of which could cause the revenue and spending projections made in the 2015-16 Proposed State Budget to be unattainable. The District cannot predict the impact that the 2015-16 Proposed State Budget, or subsequent budgets, will have on its own finances and operations. Additionally, the District cannot predict the accuracy of any projections made in the 2015-16 Proposed State Budget.

Uncertainty Regarding Future State Budgets. The District cannot predict what actions will be taken in future years by the State Legislature and the Governor to address the State's current or future budget deficits. Future State budgets will be affected by national and state economic conditions and other factors over which the District has no control. The District cannot predict what impact any future budget proposals will have on the financial condition of the District. To the extent that the State budget process results in reduced revenues to the District, the District will be required to make adjustments to its budgets.

The State has not entered into any contractual commitment with the District, the County, or the Owners of the Refunding Bonds to provide State budget information to the District or the owners of the Refunding Bonds. Although they believe the State sources of information listed above are reliable, neither the District nor the Underwriter assumes any responsibility for the accuracy of the State Budget information set forth or referred to in this Official Statement or incorporated herein. However, the Refunding Bonds are secured by *ad valorem* 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.

Legal Challenges to State Funding of Education

The application of Proposition 98 and other statutory regulations has been the subject of various legal challenges in recent years, and is likely to be further challenged in the future. For a discussion of how the provisions of Proposition 98 have been applied to school funding see “-State Funding of Education” and “-Recent State Budgets” above.

CONSTITUTIONAL AND STATUTORY PROVISIONS AFFECTING DISTRICT REVENUES AND APPROPRIATIONS

Principal of and interest on the Series C Bonds are payable from the proceeds of an *ad valorem* 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, 187 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 Series C Bonds. The tax levied by the County for payment of the Series C 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* tax on real property to 1% of the full cash value thereof, except that additional *ad valorem* taxes may be levied to pay debt service on (i) indebtedness approved by the voters prior to July 1, 1978, (ii) (as a result of an amendment to Article XIII A approved by State voters on June 3, 1986) on 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 (which provided the authority for the issuance of the Refunded Bonds), and (iii) (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

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: (1) 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; (2) 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; (3) 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; (4) a charge imposed for entrance to or use of local government property, or the purchase, rental, or lease of local government property; (5) 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; (6) a charge imposed as a condition of property development; and (7) 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 Lease Payments and therefore debt service on the Notes.

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 XIII B 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 (1) 40.9% of State general fund revenues (the “**first test**”) or (2) 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 (1) the first test, (2) the second test, or (3) 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 (1) allows school facilities bond measures to be approved by 55 percent (rather than two-thirds) of the voters in local elections and permits property taxes to exceed the current 1 percent limit in order to repay the bonds and (2) 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 percent of the value of property. Prior to the approval of Proposition 39, property taxes could only exceed this limit to pay for (1) any local government debts approved by the voters prior to July 1, 1978 or (2) 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: (1) 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; (2) 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 (3) 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 percent 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 30

Guaranteed Local Public Safety Funding, Initiative Constitutional Amendment (also known as “**Proposition 30**”), which temporarily increases the State Sales and Use Tax and personal income tax rates on higher incomes. Proposition 30 temporarily imposes 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 imposes 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 will be 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 the marginal personal income tax rate by: (i) 1% for taxable income over \$250,000 but less than \$300,000 for single filers (over \$340,000 but less than \$408,000 for joint filers), (ii) 2% for taxable income over \$300,000 but less than \$500,000 for single filers (over \$408,000 but less than \$680,000 for joint filers), and (iii) 3% for taxable income over \$500,000 for single filers (over \$680,000 for joint filers).

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.

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 (i) reduce local sales tax rates or alter the method of allocating the revenue generated by such taxes, (ii) shift property taxes from local governments to schools or community colleges, (iii) change how property tax revenues are shared among local governments without two-thirds approval of both houses of the State Legislature or (iv) 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: (i) a proclamation by the Governor that the shift is needed due to a severe financial hardship of the State, and (ii) 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 provisions 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.

Future Initiatives

Article XIII A, Article XIII B, Article XIII C and Article XIII D of the California Constitution and Propositions 98, 111, 1A, 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 C

ECONOMIC AND DEMOGRAPHIC INFORMATION FOR THE CITY OF OXNARD AND VENTURA COUNTY

The Series C Bonds are not a debt of the City of Oxnard or the County of Ventura. The County of Ventura, including its Board of Supervisors, officers, officials, agents and other employees, are required, only to the extent required by law, to: (i) levy and collect ad valorem taxes for payment of the Series C Bonds in accordance with the law; and (ii) transmit the proceeds of such taxes to the paying agent for the payment of the principal of and interest on the Series C Bonds at the time such payment is due.

General

The City. The City is located in the western part of the County on the shore of the Pacific Ocean. The City is approximately 65 miles northwest of the City of Los Angeles, 35 miles south of the City of Santa Barbara, and 6 miles south of the county seat of the County. The City is the largest city in the County, with an estimated population of 203,645 in 2014, accounting for approximately 24% of the County's population. The City has a diversified economic base composed of agricultural and related business, retail, various services, and governmental agencies.

The City was incorporated as a general law city on June 30, 1903, and operates under a council-manger form of government. The City is governed by a five-member City Council elected at large for four-year alternating terms, with the exception of the Mayor, who is indirectly elected for a two-year term.

The County. The County covers an area of 1,843 square miles and ranks 26th in size among the State's 58 counties. The County is bordered to the north by Kern County, to the west by Santa Barbara County, to the south and east by Los Angeles County and on the southwest by the Pacific Ocean.

The Los Padres National Forest makes up most of the northern half of the County. Mountain ranges create fertile valleys and broad alluvial basins, primarily in the southern half of the County. Forty-two miles of coastline comprise the southwestern edge of the County. The County's two military bases, Point Mugu and Port Hueneme, are among the largest employers in the County.

Population

The table below shows population estimates for the City, the County and the State of California for the last five years.

CITY OF OXNARD, VENTURA COUNTY AND STATE OF CALIFORNIA Population Estimates

Calendar Year	City of Oxnard	County of Ventura	State of California
2010	197,901	822,108	37,223,900
2011	199,265	827,874	37,427,946
2012	199,447	829,075	37,668,804
2013	201,029	836,153	37,984,138
2014	203,645	842,967	38,340,074

Source: State Department of Finance estimates.

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Employment and Industry

The District is included in the Oxnard-Thousand Oaks-Ventura Metropolitan Statistical Area (“**MSA**”). The unemployment rate in the County was 5.9 percent in December 2014, down from a revised 6.5 percent in November 2014, and below the year-ago estimate of 7.0 percent. This compares with an unadjusted unemployment rate of 6.7 percent for California and 5.4 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 MSA, which is coterminous with the County, for the past five calendar years. These figures are area-wide statistics and may not necessarily accurately reflect employment trends in the City. Annual figures are not yet available for the calendar year 2014.

**OXNARD-THOUSAND OAKS-VENTURA MSA
(Ventura County)
Annual Average Civilian Labor Force, Employment and Unemployment,
Employment by Industry
(March 2013 Benchmark)**

	2009	2010	2011	2012	2013
Civilian Labor Force ⁽¹⁾	430,300	430,900	437,000	437,900	434,900
Employment	387,800	384,300	393,100	398,200	401,100
Unemployment	42,500	46,600	43,900	39,700	33,800
Unemployment Rate	9.9%	10.8%	10.1%	9.1%	7.8%
<u>Wage and Salary Employment:</u> ⁽²⁾					
Agriculture	24,000	24,400	25,000	27,100	27,700
Mining and Logging	1,200	1,200	1,200	1,300	1,200
Construction	13,200	11,300	11,100	11,800	12,400
Manufacturing	32,600	31,500	30,700	29,900	29,800
Wholesale Trade	12,000	12,300	12,600	12,600	12,800
Retail Trade	35,100	35,500	36,200	37,300	38,500
Trans., Warehousing and Utilities	5,400	5,300	5,600	5,700	5,800
Information	5,300	5,100	4,900	5,100	5,100
Finance and Insurance	16,100	16,300	17,100	15,400	14,500
Real Estate and Rental and Leasing	4,300	4,400	4,500	4,200	4,300
Professional and Business Services	36,100	33,900	32,900	34,800	36,200
Educational and Health Services	32,300	32,800	32,800	37,500	39,000
Leisure and Hospitality	29,800	30,300	31,200	32,700	33,700
Other Services	9,300	9,200	9,000	9,400	9,600
Federal Government	7,400	7,800	7,500	7,200	7,000
State Government	2,600	2,600	2,700	2,700	2,700
Local Government	33,000	33,900	34,700	33,700	33,900
Total, All Industries ⁽³⁾	299,600	297,700	299,600	308,400	314,300

(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.

Major Employers

The following table lists the major employers within the County, listed alphabetically.

VENTURA COUNTY Major Employers As of February 2015

Employer Name	Location	Industry
Air National Guard	Port Hueneme	State Government-National Security
Amgen Inc	Thousand Oaks	Biological Specimens-Manufacturers
Baxter Healthcare	Westlake Village	Physicians & Surgeons Equip & Supls-Mfrs
Boskovich Farms Inc	Oxnard	Fruits & Vegetables-Growers & Shippers
California State University	Ventura	Schools-Universities & Colleges Academic
Coleman Welding	Ventura	Steel-Structural (Mfrs)
Community Memorial Health Syst	Ventura	Pharmacies
Community Memorial Hospital	Ventura	Hospitals
Embassy Suites-Mandalay	Oxnard	Resorts
Haas Automation Inc	Oxnard	Machinery-Manufacturers
Harbor Freight Tools USA Inc	Camarillo	Tools-New & Used
Hossein Tarani	Oak Park	Oils-Fuel (Whls)
Iyogi Computer Support	Oak Park	Computers-Service & Repair
Los Robles Hospital & Med Ctr	Thousand Oaks	Hospitals
Moorpark College	Moorpark	Schools-Universities & Colleges Academic
Nancy Reagan Breast Ctr	Simi Valley	Diagnostic Imaging Centers
Naval Air Warfare Ctr Weapons	Point Mugu Nawc	Federal Government-National Security
Naval Base Ventura County	Point Mugu Nawc	Military Bases
Naval Construction Battalion	Point Mugu Nawc	Federal Government-National Security
Oxnard College	Oxnard	Schools-Universities & Colleges Academic
Penny Mac Mortgage Investment	Moorpark	Real Estate Investment Trusts
Sheriff's Department-Jails	Ventura	Sheriff
Simi Valley Hospital	Simi Valley	Hospitals
St John's Regional Medical Ctr	Oxnard	Hospitals
Technicolor Inc	Camarillo	Motion Picture Producers & Studios

Source: *California Employment Development Department, extracted from The America's Labor Market Information System (ALMIS) Employer Database, 2015 1st Edition.*

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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 City, the County, the State and the United States for the period 2009 through 2013. Effective buying income data is not yet available for the calendar year 2014.

**CITY OF OXNARD AND VENTURA COUNTY
Effective Buying Income
As of January 1, 2009 through 2013**

Year	Area	Total Effective Buying Income (000's Omitted)	Median Household Effective Buying Income
2009	City of Oxnard	\$2,944,858	\$50,253
	Ventura County	20,448,570	62,193
	California	844,823,319	49,736
	United States	6,571,536,768	43,252
2010	City of Oxnard	\$2,738,220	\$46,869
	Ventura County	19,427,353	58,583
	California	801,393,028	47,177
	United States	6,365,020,076	41,368
2011	City of Oxnard	\$2,797,998	\$46,616
	Ventura County	19,920,950	58,300
	California	814,578,458	47,062
	United States	6,438,704,664	41,253
2012	City of Oxnard	\$3,059,218	\$47,708
	Ventura County	21,829,752	59,284
	California	864,088,828	47,307
	United States	6,737,867,730	41,358
2013	City of Oxnard	\$3,066,423	\$49,260
	Ventura County	21,077,443	60,285
	California	858,676,636	48,340
	United States	6,982,757,379	43,715

Source: The Nielsen Company (US), Inc.

Commercial Activity

In 2009, the State Board of Equalization converted the business codes of sales and use tax permit holders to North American Industry Classification System codes. As a result of the coding change, retail stores data for 2009 is not comparable to that of prior years. Summaries of the historic taxable sales within the City and the County during the past five years in which data is available are shown in the following tables. Annual figures are not yet available for 2013 or 2014.

During the first three quarters of the calendar year 2013, total taxable transactions in the City were reported to be \$1,765,078,000, a 5.00% increase over the total taxable transactions of \$1,681,091,000 that were reported in the City during the first three quarters of the calendar year 2012.

**CITY OF OXNARD
Taxable Retail Sales
Number of Permits and Valuation of Taxable Transactions
Calendar Years 2008 through 2012 (shown in thousands of dollars)**

	<u>Retail Stores</u>		<u>Total All Outlets</u>	
	<u>Number of Permits</u>	<u>Taxable Transactions</u>	<u>Number of Permits</u>	<u>Taxable Transactions</u>
2008	1,518	\$1,648,461	3,772	\$2,165,477
2009 ⁽¹⁾	2,262	1,436,959	3,526	1,856,434
2010 ⁽¹⁾	2,262	1,507,987	3,530	1,933,728
2011 ⁽¹⁾	2,174	1,633,046	3,460	2,122,220
2012 ⁽¹⁾	2,175	1,765,630	3,474	2,290,589

(1) Not comparable to prior years. "Retail" category now includes "Food Services."
 Source: California State Board of Equalization, Taxable Sales in California (Sales & Use Tax).

During the first three quarters of the calendar year 2013, total taxable transactions in the County were reported to be \$9,393,491,000, a 8.63% increase over the total taxable transactions of \$8,647,530,000 that were reported in the County during the first three quarters of the calendar year 2012.

**VENTURA COUNTY
Taxable Retail Sales
Number of Permits and Valuation of Taxable Transactions
Calendar Years 2008 through 2012 (Dollars in Thousands)**

	<u>Retail Stores</u>		<u>Total All Outlets</u>	
	<u>Number of Permits</u>	<u>Taxable Transactions</u>	<u>Number of Permits</u>	<u>Taxable Transactions</u>
2008	8,902	\$8,075,751	23,940	\$11,322,410
2009 ⁽¹⁾	14,331	7,213,606	22,564	9,883,853
2010 ⁽¹⁾	14,134	7,546,960	22,422	10,225,488
2011 ⁽¹⁾	13,788	8,156,404	22,032	11,020,181
2012 ⁽¹⁾	13,992	8,700,010	22,206	11,958,260

(1) Not comparable to prior years. "Retail" category now includes "Food Services."
 Source: California State Board of Equalization, Taxable Sales in California (Sales & Use Tax).

Construction Activity

Construction activity in the City and the County for the past five years for which data is available is shown in the following tables. Annual figures are not yet available for calendar year 2014.

CITY OF OXNARD Building Permit Valuation Calendar Years 2009 through 2013 (Valuation in Thousands of Dollars)

	2009	2010	2011	2012	2013
<u>Permit Valuation</u>					
New Single-family	\$19,531.8	\$13,019.2	\$6,647.2	\$790.1	\$17,207.8
New Multi-family	22,507.6	21,388.6	40,084.8	13,871.4	78,903.5
Res. Alterations/Additions	<u>6,678.2</u>	<u>5,086.7</u>	<u>13,279.5</u>	<u>4,159.9</u>	<u>7,023.0</u>
Total Residential	48,717.7	39,494.5	60,011.5	18,821.4	103,134.3
New Commercial	17,230.1	16,292.7	12,533.9	6,932.8	13,579.5
New Industrial	0.0	0.0	0.0	5,126.5	0.0
New Other	706.7	2,290.7	3,763.6	0.0	369.6
Com. Alterations/Additions	<u>15,574.6</u>	<u>11,097.0</u>	<u>13,735.5</u>	<u>8,497.8</u>	<u>23,839.5</u>
Total Nonresidential	33,511.3	29,680.4	30,033.0	20,557.1	37,788.6

New Dwelling Units

Single Family	81	44	20	4	66
Multiple Family	<u>123</u>	<u>116</u>	<u>320</u>	<u>80</u>	<u>366</u>
TOTAL	204	160	340	84	432

Source: Construction Industry Research Board, Building Permit Summary.

VENTURA COUNTY Building Permit Valuation Calendar Years 2009 through 2013 (Valuation in Thousands of Dollars)

	2009	2010	2011	2012	2013
<u>Permit Valuation</u>					
New Single-family	\$81,959.7	\$68,191.5	\$65,286.8	\$62,359.0	\$139,009.7
New Multi-family	32,433.1	52,395.9	67,765.1	23,303.3	121,304.6
Res. Alterations/Additions	<u>60,450.2</u>	<u>61,349.0</u>	<u>83,791.4</u>	<u>56,288.6</u>	<u>53,255.4</u>
Total Residential	174,843.0	181,936.4	216,843.3	141,950.9	313,569.8
New Commercial	30,640.9	41,329.1	33,617.1	36,557.8	64,645.0
New Industrial	16,561.1	0.0	6,955.4	9,636.2	336.6
New Other	31,878.8	39,078.1	5,326.7	3,147.1	9,813.5
Com. Alterations/Additions	<u>74,224.4</u>	<u>80,035.6</u>	<u>80,890.5</u>	<u>69,241.1</u>	<u>79,728.1</u>
Total Nonresidential	153,305.2	160,442.7	126,789.7	118,582.2	154,523.2

New Dwelling Units

Single Family	231	192	167	175	360
Multiple Family	<u>173</u>	<u>398</u>	<u>539</u>	<u>147</u>	<u>688</u>
TOTAL	404	590	706	322	1,048

Source: Construction Industry Research Board, Building Permit Summary.

Transportation

The County is located at the approximate midpoint between Los Angeles and Santa Barbara and is linked to these areas by several highways. The largest and most heavily traveled highways are: U.S. 101 (Ventura Freeway), Highway 118 (Simi Valley Freeway), Highway 1 (Pacific Coast Highway), Highway 23, which connects Moorpark to Thousand Oaks and Simi Valley via U.S. 101 and Highway 118, Highway 33, which connects Ventura and Ojai, and Highway 126, which runs through the Fillmore and Santa Paula areas. Highways 118 and 126 connect to Interstate 5 in Los Angeles County.

The Southern Pacific Railroad serves the County's industrial areas, running 30 trains daily, with piggyback service and available industrial sidings. The County Railway, a privately owned shortline railroad serves the industrial areas of south Oxnard, the Port of Hueneme and the U.S. Navy Construction Battalion Center.

AMTRAK operates passenger trains daily through the County and has its major hub at the Oxnard Transportation Center. Connection stations are located in Ventura, Moorpark and Simi Valley. The trains run between San Francisco, Santa Barbara, Los Angeles, San Diego and other destinations.

Metrolink, Southern California's commuter train network, which connects commuters in five counties with employment centers throughout the region, originates in Moorpark. Metrolink links the County with the Los Angeles Metro Rail system.

Commuter air service to Los Angeles, Las Vegas, San Francisco, Monterey, Sacramento, Oakland, San Diego, Santa Barbara, San Jose and Bakersfield is available from the Oxnard Airport. Other airports serving the County are Camarillo Airport and the Santa Paula Airport, both general aviation facilities. The County is approximately 62 miles from the Los Angeles International Airport and 55 miles from the Burbank Airport.

APPENDIX D

PROPOSED FORM OF OPINION OF BOND COUNSEL

Upon the date of issuance of the Refunding Bonds, Garcia, Hernández, Sawhney & Bermudez, LLP, Bond Counsel to the District, proposes to render its final approving opinion with respect to the Refunding Bonds in substantially the following form:

[Closing Date]

Board of Trustees
Oxnard School District
Oxnard, California

\$ _____
OXNARD SCHOOL DISTRICT
(Ventura County, California)
2015 General Obligation Refunding Bonds,

Members of the Board of Trustees:

We have acted as bond counsel to the Oxnard School District (the "District"), located in Ventura County, California (the "County"), in connection with the issuance by the District of the Oxnard School District 2015 General Obligation Refunding Bonds (the "Bonds"), in the aggregate principal amount of \$ _____, as authorized by _____ and pursuant to a resolution of the Board of Trustees of the District (the "Board") adopted on March 18, 2015 (the "Bond Resolution").

In our capacity as bond counsel, we have reviewed the Bond Resolution, the Tax Certificate of the District related to the Bonds, dated the date hereof (the "Tax Certificate"), certificates of the District and others and such other documents, opinions and matters to the extent we deemed necessary to render the opinions set forth herein. As to questions of fact material to our opinion, we have relied upon representations in the Bond Resolution and in the certified proceedings and other certifications of public officials furnished to us without undertaking to verify the same by independent investigation, and we have assumed, but have not independently verified, that the signatures on all documents, certificates and opinions that we reviewed are genuine. Furthermore, we have assumed compliance with all covenants, agreements and representations contained in the Bond Resolution, the Tax Certificate and certificates provided by the District and others.

The opinions expressed herein are based on an analysis of existing laws, regulations and rulings. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine or inform any person whether any such actions are taken or omitted or events do occur or any matters come to our attention after the date hereof. Accordingly, this opinion speaks only as of its date and may not be relied upon

in connection with any such actions, events or matters. Our engagement with respect to the Bonds has concluded with their issuance and we disclaim any obligation to update this letter.

Based on the foregoing, and subject to the limitations and qualifications herein specified, as of the date hereof, and under existing law, we are of the opinion that:

1. The District is duly created and validly existing school district with the power 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 against the District in accordance with its terms.
3. The Board of Supervisors of the County has the power and is obligated to levy and collect *ad valorem* taxes, without limitation as to rate or amount, on all property subject to taxation within the District (except for certain personal property which is taxable at limited rates), for the payment of the Bonds and the interest thereon.
4. Assuming compliance by the District with certain covenants in the Bond Resolution, the Tax Certificate and other documents pertaining to the Bonds and requirements of the Internal Revenue Code of 1986, as amended, regarding the use, expenditure and investment of proceeds of the Bonds and the timely payment of certain investment earnings to the United States, interest on the Bonds is excludable from gross income for federal income tax purposes and is exempt from State of California personal income taxes. Failure to comply with such covenants and requirements may cause interest on the Bonds to be included in federal gross income retroactive to the date of issuance and delivery of the Bonds. Interest on the Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes; however, it is included in adjusted current earnings in calculating corporate alternative minimum taxable income. We express no opinion regarding other federal or State tax consequences arising with respect to the Bonds.

The rights of the owners of the Bonds and the enforceability of the Bonds and the Bond Resolution may be subject to bankruptcy, insolvency, reorganization, arrangement, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and may also be subject to the exercise of judicial discretion in appropriate cases and to the limitations on legal remedies against school districts in the State of California.

Respectfully submitted,

Garcia, Hernández, Sawhney & Bermudez, LLP

APPENDIX E

FORM OF CONTINUING DISCLOSURE CERTIFICATE

\$ _____
OXNARD SCHOOL DISTRICT
(Ventura County, California)
2015 General Obligation Refunding Bonds,

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 Refunding Bonds are being executed and delivered pursuant to a resolution adopted by the Board of Trustees of the District on March 18, 2015 (the “**Resolution**”). U.S. Bank National Association, San Francisco, California, is initially acting as paying agent for the Refunding 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 Refunding 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 Refunding Bond Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section 2, 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 of this Disclosure Certificate.

“*Annual Report Date*” means the date not later than nine months (currently March 31) 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) of this Disclosure Certificate.

“*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 Refunding Bonds.

“*Paying Agent*” means U.S. Bank National Association, or any successor thereto.

“*Participating Underwriter*” means the original Underwriter of the Refunding Bonds required to comply with the Rule in connection with offering of the Refunding 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 March 31, 2016 with the report for the 2014-15 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 of this Disclosure Certificate. 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 of this Disclosure Certificate; 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, in an electronic format as prescribed by the MSRB, a notice in substantially the form attached as Exhibit A, 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) (i) The audited financial statements of the District for the most recent fiscal year of the Issuer then ended and (ii) the most recently adopted budget of the District. If the audited financial statements are not available by the time the Annual Report is required to be filed, the Annual Report shall contain any unaudited financial statements of the Issuer in a format similar

to the financial statements, and the audited financial statements shall be filed in the same manner as the Annual Report when they become available. Audited financial statements, if any, of the District shall be audited by such auditor as shall then be required or permitted by State law or the Resolution. Audited financial statements shall be prepared in accordance with generally accepted accounting principles as prescribed for governmental units by the Governmental Accounting Standards Board; provided, however, that the District may from time to time, if required by federal or state legal requirements, modify the basis upon which its financial statements are prepared. In the event that the District shall modify the basis upon which its financial statements are prepared, the District shall provide a notice of such modification to the MSRB, including a reference to the specific federal or state law or regulation specifically describing the legal requirements for the change in accounting basis.

(b) To the extent not included in the audited financial statements or adopted budget filed pursuant to Section 4(a) above, the Annual Report shall also include the following:

- (i) average daily attendance on an aggregate basis for the most recently completed fiscal year and for the current budget year;
- (ii) pension plan contributions made by the District for the most recently completed fiscal year and budgeted for the current budget year;
- (iii) aggregate principal amount of short-term borrowings, lease obligations and other long-term borrowings of the District as of the end of the most recently completed fiscal year;
- (iv) description of amount of general fund revenues and expenditures which have been budgeted for the current fiscal year, together with audited actual budget figures for the most recently completed fiscal year;
- (v) the District's total local control funding revenue for the most recently completed fiscal year and for the current budget year;
- (vi) total secured property tax levy and collections for the most recently completed fiscal year, if available at the time of filing the Annual Report, showing current collections as a percent of the total levy; and
- (vii) assessed valuation of taxable properties in the District for the current fiscal year, including assessed valuation of the top ten properties.

(c) In addition to any of the information expressly required to be provided under this Disclosure Certificate, the District shall provide such further material information, if any, as may be necessary to make the specifically required statements, in the light of the circumstances under which they are made, not misleading.

(d) 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) The District shall give, or cause to be given, notice of the occurrence of any of the following Listed Events with respect to the Refunding 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.

(b) Whenever the District obtains knowledge of the occurrence of a Listed Event, 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 under the Resolution.

(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), and (a)(14) of this Section 5 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.

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 Refunding Bonds. If such termination occurs prior to the final maturity of the Refunding 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. The initial Dissemination Agent shall be the District. 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 Refunding 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 Refunding 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 Refunding Bonds in the manner provided in the Refunding Bond Resolution for amendments to the Refunding 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 Refunding 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 Refunding 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 Refunding 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 Refunding 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 Refunding 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 Refunding Bonds, and shall create no rights in any other person or entity.

Date: _____, 2015

OXNARD SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

EXHIBIT A

NOTICE OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Oxnard School District (the "District")

Name of Bond Issue: Oxnard School District 2015 General Obligation Refunding Bonds,

Date of Issuance: _____, 2015

NOTICE IS HEREBY GIVEN that the District has not provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Certificate, dated as of _____, 2015. The District anticipates that the Annual Report will be filed by _____.

Dated: _____

DISSEMINATION AGENT:

By: _____
Its: _____

cc: District, Paying Agent and Participating Underwriter

APPENDIX F

DTC AND THE BOOK-ENTRY ONLY SYSTEM

The following description of the Depository Trust Company (“DTC”), the procedures and record keeping with respect to beneficial ownership interests in the Refunding Bonds, payment of principal, interest and other payments on the Refunding Bonds to DTC Participants or Beneficial Owners, confirmation and transfer of beneficial ownership interest in the Refunding 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 Refunding Bonds, (b) Bonds representing ownership interest in or other confirmation or ownership interest in the Refunding Bonds, or (c) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Refunding 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

SPECIMEN MUNICIPAL BOND INSURANCE POLICY

[if applicable]

BOARD AGENDA ITEM

Name of Contributor: Jorge B. Gutierrez

Date of Meeting: 3/18/15

STUDY SESSION _____

CLOSED SESSION _____

SECTION B: HEARINGS _____

SECTION C: CONSENT _____

SECTION D: ACTION **X**

SECTION E: REPORTS/DISCUSSION _____

SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

Approval of Agreement #14-199, EUR Consulting & Development Inc. (Gutierrez)

Oxnard School District proposes to construct the Driffill School Kindergarten Building Project (the "Project"). In connection therewith, the District entered into an Agreement for Architectural Services with F&M Architecture, Inc. ("F&M"). The District informed F&M that the budget for the construction costs for the Project was \$1,659,429.00, with a total project cost of \$2,411,380.00. F&M undertook the design of the Project.

The Project Manual and the Bidding and Contract Documents for the Project were made available to contractors on or about October 3, 2014 (BID #14-01). The bid opening was scheduled for November 14, 2014. Five (5) contractors submitted bids for the Project. The bids ranged from \$2,145,759.00 to \$2,505,000.00. However, the lowest bid was approximately 29% above the budget for the construction costs for the Project given to F&M. As a result, on December 10, 2014, the Board of Trustees rejected all bids.

The District retained EUR Consulting & Development, Inc. ("EUR") to work with F&M to investigate possible revisions to the design of the Project in order to effectuate savings. This work was performed and 22 scope reduction items have been agreed to. The Project is now ready to again be sent out for bid. However, rather than utilize a "General Contractor" approach, the District proposes to utilize a "Multi-Prime" approach with a Construction Manager acting on behalf of the District to coordinate the work of the various trades.

As a general matter, the difference between these two approaches can be described as follows: In a General Contractor approach, a single general contractor enters into a contract with the District pursuant to which the general contractor agrees to perform all of the work; it is the responsibility of the general contractor to enter into subcontracts with various trades, to coordinate their work, and to ultimately be responsible to the District for the work of the entire Project (the cost to perform these duties is built into the general contractor's bid). In a Multi-Prime approach, the Project is divided into multiple packages of work and contractors are able to bid on one or more package; the successful bidders are responsible only for their own package of work.

When a Multi-Prime approach is used, a construction manager is retained to perform many of the tasks that a general contractor would otherwise perform; for example, scheduling, coordinating, and inspecting the work of the various contractors, observing the work of the contractors, negotiating change orders, and processing payments. In that regard, the District recommends that it enter into an Agreement for Construction Management Services with EUR for the Project. The proposed agreement with EUR sets forth the duties and obligations of EUR as well as the terms and conditions under which EUR will perform its services.

FISCAL IMPACT

\$376,460.00 - Measure R (\$361,460.00 Basic Fee + \$15,000.00 Reimbursable Expenses)

RECOMMENDATION:

It is the recommendation of the Executive Director of Facilities Planning, Engineering & Operations that the Board of Trustees approve Agreement #14-199 with EUR Consulting & Development Inc. in the amount of \$376,460.00. While the total cost of this agreement is more than the original budget, with the assistance of EUR on the Multi-Prime Method of constructing the Driffill Kindergarten Building, the new overall budget for the project is \$20,000 less than originally planned.

ADDITIONAL MATERIALS:

Attached: Agreement #14-199, EUR Consulting & Development Inc. (42 Pages)
Proposal (6 Pages)

GOALS:

GOAL FIVE:

Adopt and Implement a Comprehensive Facilities Program that Improves Student Performance, Maximizes State Funding Opportunities and Reduces Overcrowding at Existing School Sites

**AGREEMENT #14-199 FOR CONSTRUCTION
MANAGEMENT SERVICES**

BETWEEN

EUR CONSULTING & DEVELOPMENT, INC.

AND

OXNARD SCHOOL DISTRICT

March 18, 2015

FOR

DRIFFILL KINDERGARTEN PROJECT

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AGREEMENT #14-199 FOR CONSTRUCTION MANAGEMENT PRE-CONSTRUCTION SERVICES

PREAMBLE

This Agreement for Construction Management Services is entered into on this 18th day of March, 2015 by and between EUR Consulting & Development, Inc. (“Construction Manager”), with a business address at 3418 West 226th Street, Torrance, CA 90505 and the Oxnard School District, a California public school district (“District”), with offices located at 1051 South A Street, Oxnard CA 93030. District and Construction Manager are sometimes individually referred to herein as “Party” and collectively as “Parties”.

RECITALS

WHEREAS, the District proposes to undertake the construction and installation of certain improvements, as further defined and described below, and anticipates utilizing a “multi-prime” delivery method in connection with the Project, and requires the services of a duly qualified construction manager.

WHEREAS, Construction Manager represents that its employees are licensed to perform the services required under this Agreement in the State of California, as appropriate, and that Construction Manager is qualified to perform the services required under this Agreement.

WHEREAS, the Parties intend that Construction Manager provide professional services pursuant to this Agreement in such manner as to enable the Project to be designed and constructed with the standard of care described herein without burdening the District’s staff.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and covenants herein and other valuable consideration, receipt of which is acknowledged, the Parties agree as follows:

SECTION 1 GENERAL PROVISIONS

- 1.1** **DEFINITIONS.** When used in this Agreement or in the Exhibits, the following terms shall have the meanings set forth below:
- 1.1.1** “**Addendum**” shall mean written or graphic information (including without limitation drawings and specifications), prepared and issued prior to the receipt of Bids, which modifies or interprets the Bid Set by additions, deletions, clarifications, or corrections.
- 1.1.2** “**Additional Services**” shall mean those services in addition to the Basic Services that are provided by Construction Manager pursuant to a written request by the District.
- 1.1.3** “**Agreement**” shall mean this document and all its identified exhibits, attachments and amendments.
- 1.1.4** “**Architect**” shall mean the Architect of Record for the design of the Project, or any successor architect of record approved and appointed by the District for the design of the Project.

- 1.1.5 “Architect Consultant”** shall mean a person properly qualified and licensed in an aspect of design and construction employed at Architect’s sole expense, pursuant to prior approval from the District, to provide services for the Project.
- 1.1.6 “Architect’s Supplemental Instruction”** or **“ASI”** shall mean a set of drawings which better explains the Architect’s intent with respect to the design of a building or structure.
- 1.1.7 “As-Built Documents”** shall mean the collection of documents assembled and prepared by the Contractor (including, without limitations the As-Built Drawings and specifications, shop drawings, approved changes, RFIs, manuals, etc.) showing the condition of the Project as actually built and accepted.
- 1.1.8 “As-Built Drawings”** shall mean the final set of drawings prepared by the Architect that incorporates all changes from all drawings, sketches, details, and clarifications recording all changes from the Bid Set.
- 1.1.9 “Basic Fee”** shall mean the compensation provided to Construction Manager for providing Basic Services.
- 1.1.10 “Basic Services”** are described in Section 4 of this Agreement.
- 1.1.11 “Bid”** shall mean the written proposal submitted to the District by a contractor in accordance with the Bid Set for the construction of the Project.
- 1.1.12 “Bid Set”** shall mean the DSA Record Set, the construction contract, general conditions and any other documents included in the bid packages, including but not limited to any addenda, all in a form that District approves and uses to bid the construction of the Project.
- 1.1.13 “Bidder”** shall mean the person or entity submitting a Bid.
- 1.1.14 “BIM” or “Building Information Modeling”** shall mean the process of generating and managing building data during its life cycle. Typically it uses three-dimensional, real-time, dynamic modeling software to increase productivity in building design and construction. The process encompasses building geometry, spatial relationships, geographic information, and quality and properties of building components.
- 1.1.15 “Board”** shall mean the Board of Trustees of the Oxnard School District.
- 1.1.16 “CDE”** shall mean the California Department of Education.
- 1.1.17 “Change Order”** or **“CO”** shall mean a written document between the District and the Contractor that is signed by the District and the Contractor authorizing a change in the work or and adjustment in the contract, or the contract time.
- 1.1.18 “Change Order Request”** or **“COR”** shall mean a proposed change(s) in contract amount, requirements or time (outside the scope of the construction contract and/or provisions of its changes clause) which becomes a Change Order when approved by the District and the Contractor.
- 1.1.19 “CHPS”** shall mean Collaborative for High Performance Schools.

- 1.1.20 “Construction Budget”** shall mean the amount of money that the District has allocated for the total Construction Cost for the Project, as may be amended by the District in its sole discretion.
- 1.1.21 “Construction Cost”** shall mean, as of acceptance of the Project, the cost of all labor, materials, and fixtures (but not trade fixtures) supplied by the Contractor and subcontractors to construct the Project, including mobilization, demobilization, materials, construction management fees, general conditions fees and expenses, fees paid to a Lease-Leaseback Contractor, and other costs typically included in this calculation and *excluding* (i) all fees and costs paid to the Architect and any Architect Consultant; (ii) all costs and expenses of services, reports, information, equipment and materials furnished by the District; (iii) all costs and fees related to off-site improvements; (iv) all costs incurred to remedy any design or construction defects or errors; and (v) any other Project-related costs and fees typically excluded.
- 1.1.22 “Construction Documents”** shall mean those documents which are required for the actual construction of the Project, including but not limited to the agreement between the District and the Contractor; complete working drawings and specifications setting forth in detail the work to be done and the materials, workmanship, finishes and equipment required for architectural, structural, mechanical, electrical systems and utility service-connected equipment and site work.
- 1.1.23 “Construction Phase(s)”** shall mean individual construction contract packages that are bid and/or contracted for separately.
- 1.1.24 “Constructability Review”** shall mean the review of the design documents to ascertain whether the design of the Project as depicted in the Construction Documents, and the documents themselves: (i) accurately and completely reflects the District’s objectives as explained to the Architect and Construction Manager by the District; and (ii) are free of errors, omissions, conflicts or other deficiencies so that the Contractor can construct the Project as therein depicted within the Project Budget and without delays, disruptions, or additional costs.
- 1.1.25 “Contractor”** shall mean the general contractor or any other contractor selected to perform work or services on the Project or any replacement.
- 1.1.26 “District Design Standards”** shall be the implementation of standard equipment and/or products as determined by the District, into the overall Project design.
- 1.1.27 “District’s Representative”** shall mean the District’s Superintendent and/or Assistant Superintendent of Facilities and Operations and/or Director of Planning and Construction, or any authorized designee of those officers.
- 1.1.28 “DSA”** shall mean the Division of the State Architect of the State of California.
- 1.1.29 “DSA Record Set”** shall mean such documents, plans, drawings and specifications submitted to DSA as part of the design phase and stamped and approved by DSA for the Project.
- 1.1.30 “Educational Specifications”** shall mean the interrelated statements that communicate what educators believe is required to support a specific educational program.
- 1.1.31 “Funding Consultant”** shall mean any consultant designated by the District that assists the District in submitting applications for funding from programs administered by the State of California.

- 1.1.32 “Guaranteed Maximum Price” or “GMP”** shall mean the cost for construction and installation of a project and shall include both the “Estimated GMP” and the “Final GMP”.
- 1.1.33 “Inspector of Record” or “IOR”** shall mean a certified Inspector approved by DSA to inspect work pursuant to the Field Act (California Education Code §17280 *et seq.*) and applicable provisions of the California Code of Regulations. The IOR also serves as the representative of the District to conduct field inspections of the Project during construction.
- 1.1.34 “Lease-Leaseback”** shall mean a project delivery method under which the District leases real property it owns to a lease-leaseback entity and the lease-leaseback entity causes the construction of a facility the District desires on said real property and subleases the facility back to the District, with title to the facility vesting in the District at the end of the term of the sublease, as set forth in California Education Code §17406.
- 1.1.35 “LEED”** shall mean Leadership in Energy and Environmental Design as administered by the U.S. Green Building Council.
- 1.1.36 “Modernization/New Construction”** shall mean the comprehensive replacement or restoration of virtually all major systems, interior work (such as ceilings, partitions, doors, floor finishes, etc.) and building elements and features.
- 1.1.37 “MOU”** shall mean a memorandum of understanding.
- 1.1.38 “Notice of Completion” or “NOC”** shall mean the legal notice filed with the County Recorder after completion of the Project.
- 1.1.39 “OPSC”** shall mean the Office of Public School Construction of the State of California.
- 1.1.40 “Phase”** when used without the word “Construction” shall mean the various phases of architectural work described in the agreement with the Architect.
- 1.1.41 “Potential Change Order” or “PCO”** shall mean a written document before it has been approved and affected by the Contractor and the District.
- 1.1.42 “Prime Contract”** shall mean a contract entered into between the District and a Contractor.
- 1.1.43 “Principal(s)”** shall mean individual(s) who are participating owners of Construction Manager and are authorized to act on behalf of the firm.
- 1.1.44 “Program Implementation Handbook”** shall mean the Program Implementation Handbook, First Edition dated December 2012 (a copy of which has been provided to the Construction Manager), and any revisions thereto which are approved by the District, which contains information related to project deliverables, project management procedures, and other requirements that are inherent to the performance of this Agreement.
- 1.1.45 “Project”** shall mean the project described hereinafter in Section 3.
- 1.1.46 “Project Budget”** shall mean the sum total of all monies allocated by the District to defray costs of the work and services related to the Project including, but not limited to, professional services, all construction services (such as site work, prime contracts, consultants, materials), contingencies and applicable general conditions for each construction phase.

- 1.1.47 “Project Director”** shall mean, with reference to Construction Manager, a licensed, experienced and well trained professional employed by Construction Manager and fully authorized to represent Construction Manager in all matters related to the Project including, but not limited to, executing change orders during construction, and to bind Construction Manager to any commitments made on Construction Manager’s behalf in connection herewith.
- 1.1.48 “Project Manager”** shall mean the person assigned by the District to supervise the Project. The District will identify the Project Manager(s) for each Project.
- 1.1.49 “Project Schedule”** shall mean the entire series of events necessary to design and construct the Project and encompasses work and services of the Architect, Architect Consultant(s), the Contractor and other consultants.
- 1.1.50 “Primavera Contract Management System” or “CMS”** shall mean the program/project management software required by the District to maintain, route and issue all design phase documents, construction documents, and close out documents.
- 1.1.51 “Request for Information” or “RFI”** shall mean a written request from the Contractor to the District or the Architect for clarification or information about the Construction Documents following contract award.
- 1.1.52 “Re-Use of Plans” or “Re-Use”** shall mean the process by which the Architect develops a design for the Project which meets the District’s Design Standards, Educational Specifications, Project Budget, and Project Schedule requirements, and is based upon a record set of plans, drawings, and specification approved by DSA for past projects constructed in other locations, and including all Site Adaption requirements.
- 1.1.53 “SAB”** shall mean the State Allocation Board of the State of California.
- 1.1.54 “Services”** shall mean all labor, materials, supervision, services, tasks, and work that Construction Manager is required to perform hereunder, including Basic Services and work reasonably inferred from this Agreement, as further described and clarified in Article 4 of this Agreement.
- 1.1.55 “Site Adaption”** shall mean all necessary revisions to a record set of plans, drawings and specifications approved by DSA for a past project utilized in the Re-Use of Plans to ensure that site specific conditions and District requirements are incorporated into the final design, and DSA Pre-Check (“PC”) Approval, if applicable, is maintained.
- 1.1.56 “SWPPP”** shall mean Storm Water Prevention and Pollution Plan.
- 1.1.57 “Time Impact Analysis” or “TIA”** shall mean a simplified analysis procedure typically specified on construction projects to facilitate the award of excusable days to project completion due to delays caused by either the District or the Contractor.
- 1.2 INCORPORATION OF RECITALS, EXHIBITS AND REFERENCED DOCUMENTS.** The Recitals above and all Exhibits attached to this Agreement, now or hereafter by agreement of the Parties, are incorporated herein by reference and made a part of this Agreement.

SECTION 2
EMPLOYMENT OF CONSTRUCTION MANAGER

- 2.1 EMPLOYMENT OF CONSTRUCTION MANAGER.** The District hereby retains Construction Manager to perform, for consideration and upon the terms and conditions set forth herein, the Services, as may be hereafter amended in an expeditious, safe and satisfactory manner. Construction Manager hereby accepts such retention and commits to perform all the Services in a professional and conscientious manner in accordance and consistent with highest industry standards and the standard of care generally employed by professionals licensed and qualified to perform similar services within the State of California. The Services shall be performed in a safe, expeditious and satisfactory manner, with allowance for periods of time required for (i) the District's review and approval of submissions to the District by Construction Manger; (ii) review and approval of submissions to those authorities having jurisdiction over the Project; and (iii) Construction Manager's review of submissions to Construction Manager from the District, the Architect, or authorities having jurisdiction over the Project.
- 2.2 PROJECT DIRECTOR AND OTHER EMPLOYEES.** Construction Manger shall appoint and designate one employee to serve as the Project Director for the Project. The Project Director shall maintain personal oversight of the Project and the Services and shall be the primary contact on Construction Manager's behalf for all matters related to the Project for which he or she is designated as Project Director. The Project Director shall be vested with full authority to represent and act on behalf of Construction Manager for all purposes under this Agreement.
- 2.3 CONSTRUCTION MANAGER COVENANT AGAINST CONTINGENT FEES.** Construction Manager warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working solely for Construction Manager, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Construction Manager, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making of this Agreement. For breach or violation of this warranty, the District shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the Basic Fee or otherwise recover, the full amount of such fee, commission, percentage fee, gift, or contingency.

SECTION 3
THE PROJECT

The Project consists of such works of new construction, modernization and/or improvement described more fully on Exhibit A.

SECTION 4
SERVICES

- 4.1 IN GENERAL.**
- 4.1.1 Employment of Personnel.** Construction Manager shall employ, at its own cost and expense, any and all personnel needed to perform the Services and the Additional Services. Construction Manager must identify all personnel that will perform work at any District site and must obtain fingerprinting clearance from the District, as described in Section 14.2.3 below. Construction Manager agrees to reallocate any personnel whose work is unsatisfactory to the District. Construction Manager shall at

all times be solely responsible for the compensation, benefits, tax deductions, insurance or other requirements of any laws applicable to its personnel.

4.1.2 Cooperation with District and Other Consultants. Construction Manager shall confer and cooperate with the District, DSA, the Project Manager, the Architect and other District consultants, if any, in all matters and activities as related to this Agreement and the Project.

4.1.3 Project Communication. In all cases, Construction Manager shall direct Project communication to the District's Project Manager, including any correspondence to the District, the District's consultants, District staff, the Architect, Contractors (excluding those contracted by Construction Manager directly to complete the Project), and/or any members of the public related to the Project.

4.1.4 Primavera Contract Management System or CMS. The Project will be managed through the Primavera Contract Management System project management software during the construction phase through closeout. Construction Manager will utilize the Primavera Contract Management System software as required by the District. Construction Manager understands and agrees that Construction Manager shall be responsible for the cost of all fees and licenses to utilize and participate in the Primavera Contract Management System. Construction Manager further understands and agrees that the District may, at its sole option, advance the cost for such fees and licenses on behalf of Construction Manager. In the event that the District advances the cost of such fees and licenses on behalf of Construction Manager, Construction Manager understands and agrees that the District shall be entitled to a credit in the amount of such costs to be charged against Construction Manager's compensation for reimbursable expenses pursuant to Section 5.4 and such costs will be charged against Construction Manager's maximum allowable reimbursable expenses.

4.2 BASIC SERVICES.

4.2.1 Pre-Construction Phase.

4.2.1.1 Construction Manager shall communicate and coordinate with the District and the Architect to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the District.

4.2.1.2 Construction Manager shall provide a preliminary evaluation of the Project Schedule, the Construction Budget, and the Construction Cost, each in terms of the other.

4.2.1.3 The Architect's agreement with the District may include numerous Phases of services described in such agreement. During the Architect's services, Construction Manager shall coordinate with the Architect as necessary to deliver the Services and support the schematic design, design development, construction documents, DSA submittal development and approval, and bid preparation, administration, review of bids, and development of proposed Guaranteed Maximum Price ("GMP").

4.2.1.4 Construction Manager shall:

- (1) Perform an ongoing review of the Architect's programming plan including the size of space, proposed finishes, ceiling heights, building height, exterior finishes, circulation spaces, any necessary ancillary spaces, and any anticipated site work;

- (i) Construction Manager shall submit to the Project Manager, at each document review Phase, an analysis of the Architect's program in comparison to the District's approved Educational Specifications, including quantified cost and time impacts associated with each variance.

- (2) Perform an ongoing analyses and review of the Construction Documents during their development and advise and make recommendations on proposed site use and improvements, facility improvements, selection of materials, building systems and equipment, constructability reviews, value engineering and related quality assurance/quality control consulting, scheduling, and methods of Project delivery.
- (3) Construction Manager shall advise and provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to construction cost and scheduling including, but not limited to, costs of alternative designs or materials, preliminary budgets, and possible economies.
- (4) Regularly revise and update a Project Scope of Work document in coordination with the Architect to:
 - (i) Identify, quantify, and delineate the trade-specific scopes of work, how they are separate from each other, and where coordination is required to deliver a complete system for all components of the Project;
 - (ii) Identify potential scope gaps, or scope overlaps between trades and present such findings to the Architect and the Project Manager in a timely manner for review and consideration;
 - (iii) Identify long lead procurement items and approval activities required for each trade's scope of work; and;
 - (iv) Identify submittal requirements, agency approvals, permit requirements, licensing requirements, and any other necessary items that are required for timely completion of each trade's scope of work.
- (5) Coordinate actively with the Architect to provide trade coordination input into the design process to ensure that all Construction Documents are fully coordinated to the extent reasonable given the information available at the time of submittal.
- (6) Perform ongoing and accurate Construction Cost estimating to confirm that cost to complete the Project does not exceed the Project Budget or the Construction Budget, including regular reconciliation reports between Architect's and Construction Manager's cost estimates, including square foot pricing at schematics, detailed line item quantities and costs at conceptual design, and regular cost estimate updates at design development, construction documents, DSA submittal, bid set and further Phases as needed.
- (7) Prepare and periodically update an ongoing and accurate Project Schedule for the Architect's review and the District's acceptance showing major construction milestones including but not limited to: start of construction, mobilization, demolition, abatement, site work, foundations, structure, mechanical/electrical/plumbing/fire sprinkler (MEPF) systems, building envelope, exterior finishes, interior finishes, landscaping/hardscaping, and Project completion. The Project Schedule must include the following information: detailed work activities properly sequenced for trade coordination planning as needed to ensure that the Project can be completed within the allotted construction schedule, long lead items are identified, curing times are identified, procurement schedule requirements are defined, submittal schedule requirements are defined, and other timeline and schedule planning as necessary to ensure that the Project can be constructed within the allotted timeframe.

Construction Manager shall obtain the Architect's approval for the portion of the preliminary Project Schedule relating to the performance of the Architect's services. In the Project Schedule, Construction Manager shall coordinate and integrate Construction Manager's Services, the Architect's services, the construction of the Project, the District's responsibilities, inspection requirements, document review periods, and all other activities required for Project completion, highlighting critical and long-lead-time items.

- (8) Develop a list of recommended contingencies, allowances, and estimated escalation.
- (9) Develop proposed general conditions and all proposed markups including but not limited to: temporary utilities, trailers, equipment and other on-site and off-site costs, fees, insurance, and bonding.
- (10) Develop site logistics and a safety plan showing laydown areas, construction traffic flow, construction personnel parking, school staff access, student safe routes, site safety measures, emergency evacuation areas, and other issues affecting the school site's vehicular and pedestrian circulation, as well as any and all effects on the educational program of the school.
- (11) Develop a complete list of bid alternates, and proposed bid list of trade contractors as well as criteria for trade contractors pre-qualification, with at least three (3) trade contractors per trade.
- (12) Develop a proposed GMP with full detail, bid results, and Construction Manager notes, including bid alternates and associated pricing.

4.2.1.5 Further, Construction Manager shall provide ongoing advice to the District and the Architect in a team effort to assure that the Project is delivered on time and on budget. To provide such ongoing support and consulting, the Construction Manager shall:

- (1) Participate in weekly Project progress meetings with Architect and Project Manager to provide ongoing updates of status of items set forth in 4.2.5 (1) through (12) above, and to discuss any and all issues that arise that may affect the Project.
- (2) Submit by 12:00 p.m. every Friday, a weekly progress report which includes, but is not to be limited to, the following information:
 - (i) Status of all required deliverables in progress, and required within 4 weeks of date of report;
 - (ii) Design intent and scope questions;
 - (iii) Programming status;
 - (iv) Coordination reviews;
 - (v) Regulatory and agency review updates;
 - (vi) Progress on any required studies and deliverables;
 - (vii) Contract administration;

(viii) Budget and value engineering; and

(ix) Schedule status.

- (3) Provide support to the Project Manager as requested and or required to provide accurate and complete monthly updates to the Board and the Citizen's Bond Oversight Committee, including but not limited to (i) attending meetings with the Project Manager; (ii) preparing reports and presentations to demonstrate Project progress; and (iii) coordinating with Architect and Architect Consultants to ensure complete and accurate information is provided at all times to the Board and Citizen's Bond Oversight Committee.

4.2.1.6 Following the District's approval of each Phase of the development of Construction Documents, Construction Manager shall update and submit the latest estimate of the Construction Cost and the Project Schedule, and all other Phase Deliverables as indicated in the Program Implementation Handbook for the Architect's review and the District's approval.

4.2.1.7 Changes Required to Meet Construction Budget. If the lowest responsible bid, the preconstruction estimate as validated by the District, or the GMP exceeds one hundred ten percent (110%) of the Construction Budget, Construction Manager shall work with the Architect to revise the scope and/or design of the Project at no additional expense to the District. The District shall approve or disapprove, in its sole discretion, all proposed changes to the scope and/or design intended to effect cost reduction and no such changes shall be effective until approved by the District.

4.2.1.8 Multi-Prime Packages. Following written approval of the Construction Documents and written acceptance by the District of the Architect's final estimate of Construction Cost, Construction Manager shall work with the Architect to divide the construction work for the Project into separate bidding packages. Construction Manager shall cooperate with the District in the reproduction of the Construction Documents and the distribution of the Construction Documents to contractors interested in bidding on the Project. All sets of Construction Documents requested by the District for bidding purposes shall be reproduced at the District's expense.

All questions concerning the intent or interpretation of the bidding and Construction Documents shall be referred to the for District screening and subsequent processing through the Architect and/or Construction Manager.

Construction Manager shall assist the District in evaluating all Bids and contract proposals, evaluating substitutions proposed by Bidders, and awarding the Prime Contracts. Construction Manager shall review the qualifications of all Bidders and make recommendations to the District as to whether, in Construction Manager's professional opinion, Bidders are qualified and meet minimum requirements for performance of the work.

4.2.2 Construction Phase. The Construction Phase for the Project shall commence with the award of a Prime Contract and shall continue until sixty-five (65) days after the recording of the final notice of completion for the Project or sixty-five (65) days after completion of the Project as defined in Public Contract Code Section 7107, whichever is earlier.

The Construction Phase consists of the coordination of all activities that are included in the construction of the Project. Construction Manager shall be responsible for coordinating all work

with respect to the Project pursuant to the Project Schedule. Construction Manager shall maintain communication with the District throughout the Construction Phase and shall provide responsible reporting and documentation prior to the Contractor's pre-construction conference and shall be responsible for coordinating the site construction activities including supervision and administration of the Project, conducting construction progress meetings, providing progress reports, processing Contractor requests for information (RFI's), reviewing and recommending with the Architect the approval or disapproval of proposed change orders and payments to the Contractor, and maintaining record keeping to assist the District in negotiations, mediation or arbitration of claims or disputes.

4.2.2.1 Pre-Construction Conference(s). Construction Manager shall conduct, in conjunction with the District and the Architect, pre-construction orientation conference(s) with each Contractor and shall orient each Contractor to the various reporting procedures, the District's Labor Compliance Program and site rules prior to the commencement of actual construction. Construction Manager shall obtain the certificates of insurance and bonds from each Contractor and forward such documents after review by Construction Manager to the District.

4.2.2.2 Contract Administration. Construction Manager, in cooperation with the Architect, shall administer each Prime Contract as set forth in this Agreement and as provided in each Prime Contract. Construction Manager shall coordinate the preparation of construction staging areas on site for the Project and shall coordinate the preparation of the site for construction, including, but not limited to, coordinating fencing, barricades or other items reasonably necessary for efficient construction. Construction Manager shall also coordinate the mobilization of each Contractor and shall coordinate construction sequencing.

Construction Manager shall provide management and related services as required to coordinate the work of each Contractor and the activities and responsibilities of the Architect and the District in order to complete the Project in accordance with the Construction Documents and this Agreement and within the Construction Budget and the Project Budget. Construction Manager shall provide sufficient organization, qualified and experienced personnel and management to carry out the requirements of this Agreement. Construction Manager shall maintain a competent full-time staff at the Project site for the purpose of coordinating and providing general direction for the work and progress of each Contractor.

4.2.2.3 Submittal Procedures. Construction Manager shall establish and implement procedures with the Architect with respect to the coordination and review of shop drawing submittals, requests for information, samples, product data, change orders, payment requests, material delivery dates and other procedures and maintain logs, files and other necessary documentation. Construction Manager shall coordinate the dissemination of any information regarding submittals and consult with the Architect, the District if a Contractor requests interpretations of the meaning and intent of the Construction Documents, and assist in the resolution of questions that may arise.

4.2.2.4 Meetings. Construction Manager shall coordinate and conduct pre-construction, construction and weekly job-site progress meetings with each Contractor and shall coordinate and work with the Architect to ensure that Construction Manager records, transcribes and distributes minutes to all attendees, to the District, and to all other appropriate parties.

4.2.2.5 Coordination of Technical Inspection and Testing. Construction Manager shall coordinate with the District's certified IOR all testing required by the Architect or other third parties. Construction Manager shall work to the sure it receives copies of all inspection reports and test reports on a regular basis. If requested, Construction Manager shall assist the District in selecting any special consultants or testing laboratories.

4.2.2.6 Construction Observation. Construction Manager shall determine in general that the work of each Contractor is being performed in accordance with the requirements of the Construction

Documents. Construction Manager's observation duties shall include reasonable diligence to discover defects and deficiencies in the work or work that is not in compliance with the Construction Documents. Construction Manager shall advise the District of any deviations, defects, or deficiencies Construction Manager observes in the work. Construction Manager, in conjunction with the Architect and the District, may reject work which does not conform to the requirements of the Construction Documents. Construction Manager shall have a duty to advise the District of the necessity or advisability of additional inspection or testing. Construction Manager shall assist the IOR in observing that the materials and equipment being incorporated into the Project are handled, stored and installed properly and adequately and are in compliance with the Construction Documents. Construction Manager shall report to the District regarding the status of such activity.

- 4.2.2.7** Non-Conforming Work. Construction Manager shall, in conjunction with the District's IOR, review recommendations for corrective action on work that is not in compliance with the Construction Documents. Construction Manager shall make recommendations to the District, the Architect and the IOR when Construction Manager observes work that, in its opinion, is defective or not in compliance with the Construction Documents. Construction Manager shall assist the IOR in observing each Contractor's work to verify that all authorized changes are properly incorporated in the Project. Construction Manager shall report to the District regarding the status of such activity and provide a written record of the same.
- 4.2.2.8** Exercise of Contract Prerogatives. Construction Manager shall advise the District and make recommendations to the District for exercising each Prime Contract prerogatives, such as giving a Contractor notice to accelerate the progress when the schedule goals are in jeopardy due to such Contractor's failings, withholding payment for cause and other prerogatives when required in an effort to achieve compliance with such Prime Contract and the Construction Documents.
- 4.2.2.9** Implementation of Project Schedule. Construction Manager shall implement the Project Schedule and shall regularly update and maintain the Project Schedule and distribute the updated Project Schedule to the District and to other appropriate parties. The Project Schedule shall include the District's occupancy requirements showing portions of the Project having occupancy priority. Construction Manager shall update, reissue and distribute the Project Schedule as required to show current conditions and revisions required by the actual experience.
- 4.2.2.10** Safety Programs. To the extent required by OSHA or any other law or public agency, Construction Manager shall review each Contractor's safety programs and monitor their implementation along with any necessary safety meetings. Construction Manager shall ensure that such safety programs are submitted to the District. Construction Manager's responsibility for coordination of safety programs shall not include direct control over or charge of the acts or omissions of a Contractor or any other persons performing portions of the work and not directly employed by Construction Manager.
- 4.2.2.11** Endorsements of Insurance, Performance/Payment Bonds. Construction Manager shall receive and review insurance certificates, memoranda and endorsements from each Contractor and forward them to the District with a copy to the Architect prior to commencement of any work by the Contractor. Construction Manager shall inform the District of any deficiencies in the insurance or bonds submitted.
- 4.2.2.12** Changes in Construction Cost. Construction Manager shall revise and refine the approved estimate of the Construction Cost, incorporate approved changes as they occur, and develop cash flow reports and forecasts as needed. Construction Manager shall provide regular monitoring of the approved estimate of Construction Cost, showing actual costs for activities in progress and estimates for uncompleted tasks. Construction Manager shall identify variances between actual and budgeted or estimated costs and advise the District and the Architect whenever the Project's

costs appear to be exceeding budget constraints or estimates.

4.2.2.13 Construction Progress Review. Construction Manager shall keep a daily log containing a record of the weather, each Contractor and any subcontractors working on the site, number of workers, work accomplished, problems encountered, and other relevant data or such additional data as the District may require. Construction Manager shall make the log available to the District upon request. Construction Manager shall prepare and distribute the construction schedule updates to the Project Schedule on a monthly basis to maintain the Project Schedule. After an evaluation of the actual progress as observed by Construction Manager, scheduled activities shall be assigned a percentage-complete value. Construction Manager shall report on the actual progress as compared to scheduled progress and note any variances. Construction Manager shall identify problems encountered in accomplishing the work and recommend appropriate action to the District to resolve these problems with a minimum effect on the timely completion of the Project. If requested by the District, Construction Manager shall assist a Contractor in preparing a recovery schedule. The recovery schedule shall reflect the corrective action costs (if any) and efforts to be undertaken by such Contractor to recapture lost time. This recovery schedule shall be distributed to each Contractor, the District, the Architect and to other appropriate parties.

4.2.2.14 Maintain On-Site Records. Construction Manager shall develop and implement a comprehensive document management program. Construction Manager shall maintain at the Project site, on a current basis: the Construction Documents, a record copy of each Prime Contract, drawings, specifications, addenda, change orders and other modifications, in good order and marked to record all changes made during construction; shop drawings; product data; samples; submittals; purchases; materials; equipment; applicable handbooks; Titles 21 and 24 of the California Code of Regulations; the California Uniform Building Code; maintenance and operating manuals and instructions; and other related documents and revisions which arise out of each Prime Contract. Construction Manager shall maintain records in duplicate of principal building layout lines, elevations of the bottom of footings, floor levels, and key site elevations certified by a qualified surveyor or professional engineer, if necessary. Construction Manager shall make all records available to the District. At the completion of the Project, Construction Manager shall deliver all such records to the Architect, so that the Architect may complete the "as-built" documents.

4.2.2.15 Schedule of Values and Processing of Payments. Construction Manager shall review and approve each Contractor's schedule of values for each of the categories of work included in such Prime Contract.

Construction Manager shall develop and implement procedures for the review and processing of applications by each Contractor for progress and final payments. Construction Manager shall review with the Architect and make recommendations to the District pertaining to payments to each Contractor.

Based on Construction Manager's observations and evaluations of a Contractor's application for payment, Construction Manager shall review and certify the amounts due such Contractor. However, the District shall retain final approval over all certifications of Construction Manager such that the District may, but is not obligated to overrule, in whole or in part, any certification issued by Construction Manager of amounts due to such Contractor. If the District rejects or overrules Construction Manager's certification, the amount certified by Construction Manager shall not be due to the Contractor to the extent it is overruled and shall be treated as if Construction Manager had never issued its certification for payment.

Construction Manager's certification for payment shall constitute a representation to the District, based on Construction Manager's determinations at the site and on the data comprising the

Contractors' applications for payment, that, to the best of Construction Manager's knowledge, information and belief, the work has progressed to the point indicated and the quality of the work is in accordance with the Construction Documents. The foregoing representations are subject to an evaluation of the work for conformance with the Construction Documents upon substantial completion, to results of subsequent tests and inspections, to minor deviations from the Construction Documents correctable prior to completion and to specific qualifications expressed by Construction Manager. The issuance of a certificate for payment shall further constitute a representation that such Contractor is entitled to payment in the amount certified subject to final approval and acceptance by the District.

- 4.2.2.16** Evaluate Proposal Costs. Construction Manager shall evaluate the Contractor's proposal costs and make a recommendation to the District regarding the acceptance of any proposals for a change order.
- 4.2.2.17** Negotiations of Change Order Costs and Time Extensions. Construction Manger shall assist the District and the Project Manager in negotiating any change order costs and time extensions.
- 4.2.2.18** Change Order Reports. Construction Manager shall not issue instructions contrary to the Prime Contract between the District and the Contractor, or to the agreement between the District and the Architect. Construction Manger shall ensure that all changes to each Prime Contract between the District and the Contractor shall be by change order executed by the District. Any communication between Construction Manager and the Contractor shall not in any way be construed as binding on the District, or releasing the Contractor from fulfillment of any of the terms of the Prime Contract. Construction Manager shall prepare and distribute change order reports on a monthly basis throughout the Construction Phase. This report shall provide information pertaining to proposed and executed change orders and their effect on the Construction Budget, Construction Cost, the Project Budget and Project Schedule as of the date of the report.
- 4.2.2.19** Contractor Claims. Construction Manager shall work to ensure that it receives copies of all notices of claims by the Contractor against the District for any alleged cause. Construction Manager, jointly with the Architect, shall perform evaluation of the contents of the claim within twenty-five (25) days, and make recommendations to the District. If requested by the District, Construction Manager shall prepare estimates based on any alleged cause of claims submitted by the Contractor and shall prepare alternate estimates based on varying scenarios of the claim cause. These estimates shall be transferred to the District and shall be used in claim rulings and negotiations. If requested by the District, Construction Manager shall analyze the claims for extension of time and prepare an impact evaluation report that reflects the actual impact to the Project Schedule. The report shall also provide a narrative including a recommendation for action to the District. If requested by the District, Construction Manager shall negotiate claims with the Contractor on behalf of the District. Construction Manager shall make a written recommendation to the District concerning settlement or appropriate action.
- 4.2.2.20** Project Status Reports. Construction Manager shall, on a monthly basis, prepare and distribute a Project status report. Construction Manager shall ensure that the verified reports required by Title 24 of the California Code of Regulations be completed by each Contractor for the Project in accordance with section 4-214 of Title 24. Construction Manager shall procure from each Contractor and provide all verified reports to the Architect for submission to Division of the State Architect.
- 4.2.2.21** Equipment Instruction Manuals, Warranties and Releases. Construction Manager shall ensure that the District receives from each Contractor all written material such as operations and maintenance manuals, warranties, affidavits, releases, bonds, waivers and guarantees for all

equipment installed in the Project. All such materials, including equipment instruction material, keys and documents shall be reviewed by Construction Manager and delivered to appropriate District personnel.

- 4.2.2.22** Completion of Contracts and Project. When Construction Manager, in consultation with the Architect, considers each Contractor's work or a designated portion thereof complete, Construction Manager shall assist the Architect in preparation of a list of incomplete or unsatisfactory items ("Punch-list") and a schedule for their completion. Construction Manager shall assist the Architect in conducting inspections and shall coordinate the correction and completion of the work. Construction Manager shall prepare a summary of the status of the work of each Contractor, listing changes in the previously issued Punch-list and recommending the times within which the Contractor shall complete the uncompleted items on the Punch-list
- 4.2.2.23** As-Built Documents. Construction Manager shall perform coordination, supervisory and expediting functions in connection with each Contractor's obligation to provide "as-built" documents. Construction Manager shall ensure that each Contractor submits their "as-built" documents properly documenting all significant changes in the work to Construction Manager. Upon receipt of all "as-built" documents from each Contractor, Construction Manager shall compile and assemble a comprehensive set of documents to be provided to the Architect for final recording and issuance to the District. Construction Manager shall, on a monthly basis, review Contractor's progress in updating their respective "as-built" documents and shall make recommendations for adequate withholding of retention in the event that the Contractor fails to provide acceptable "as-built" documents.
- 4.2.2.24** Training Sessions. Construction Manager shall coordinate and schedule training sessions, if necessary, for the District's personnel and shall ensure that each Contractor's obligation in providing this training is fulfilled.
- 4.2.2.25** Recommendations to the District. Construction Manager shall endeavor to achieve satisfactory performance from each Contractor. Construction Manager shall recommend courses of action to the District when requirements of the Prime Contract are not being fulfilled, and the non-performing party is not taking satisfactory corrective action.
- 4.2.2.26** Accounting Records. Construction Manager, in conjunction with the District, shall establish and administer an appropriate Project accounting system in conjunction with the District and shall maintain cost accounting records on authorized work performed under unit costs and/or additional work performed on the basis of actual costs of labor and materials requiring accounting records.
- 4.2.2.27** Permits. Construction Manager shall assist the District in obtaining all necessary permits for the Project, including without limitation, building, grading, and occupancy permits. This task may encompass accompanying governmental officials (Fire Marshal, DSA, Health Department, etc.) during inspections, assisting in preparing and submitting proper documentation to the appropriate approving agencies, assisting in final testing and other necessary and reasonable activities.
- 4.2.2.28** Initial Start-up and Testing. With the Architect and the District's maintenance personnel, Construction Manager shall observe each Contractor's proper installation of utilities, operational systems and equipment for readiness and assist in their initial startup and testing for the Project. Construction Manager shall coordinate and assist the District in the move-in for the Project.
- 4.2.2.29** Final Completion and Project Report. Construction Manager, in conjunction with the Architect and the IOR, shall at the conclusion of all corrective action of Punch-list items, make a final comprehensive review of the Project, make a report to the District which indicates whether Construction Manager and the Architect find the work performed acceptable under the

Construction Documents and the relevant Project data, and make recommendations as to the notice of completion and final payment to each Contractor for the Project. At the conclusion of the Project, Construction Manager shall prepare final accounting and close-out reports of all above indicated report systems. These reports shall summarize, for historical purposes, any items which are not self-explanatory.

4.3 ADDITIONAL SERVICES

4.3.1 Construction Manager Additional Services. Additional Services for the Project will require written request or pre-authorization in writing by the District following specific approval of such services by the District Board of Trustees. It is understood and agreed that Construction Manager shall not perform any Additional Services unless and until Construction Manager receives specific written approval for such Additional Services from the District Board of Trustees. If Additional Services result in a modification of the Basic Fee, then Construction Manager shall be paid for such additional services as part of the payment for the Basic Fee. All other Additional Services shall be paid by the District as provided in Section 5.2, Compensation for Additional Services. It is understood and agreed that if Construction Manager performs any services which it claims are Additional Services without receiving prior written approval from the District Board of Trustees, Construction Manager shall not be paid for such claimed Additional Services.

SECTION 5 **CONSTRUCTION MANAGER’S COMPENSATION & PAYMENT SCHEDULE**

5.1 COMPENSATION FOR BASIC SERVICES

5.1.1 Compensation Description. Construction Manager shall perform the Basic Services in exchange for compensation equal to the Basic Fee of:

Three Hundred Sixty-One Thousand Four Hundred Sixty Dollars (\$361,460.00)

Construction Manager shall submit for the District’s approval a proposed Schedule of Values (“SOV”) within 14 days of receipt of the executed Agreement, indicating the Construction Manager’s distribution of the Basic Fee among the various Services, for use in determining the billable amounts to be invoiced by Construction Manager to the District. The District’s approval of the SOV shall not be unreasonably withheld. Construction Manager shall allocate in the SOV a minimum of 5% of the Basic Fee to the DSA approval of the Project, and 5% of the Basic Fee to the completion of the bid documents/preparation of the proposed GMP.

5.2 COMPENSATION FOR ADDITIONAL SERVICES

5.2.1 Fees negotiated for Additional Services pursuant to 4.3.1 that result in a change in the scope of the Project or Basic Services shall be processed as an amendment to the Basic Services and Basic Fee, subject to the approval of District’s Board of Trustees.

5.2.2 All other fees for Additional Services may be negotiated on a fixed fee or time and materials basis.

5.3 DISPUTED AMOUNTS. In the event of any good faith dispute concerning a particular payment or a portion of a payment under this Agreement, the District shall have the right to do either of the following: (i) make such disputed payment to Construction Manager without prejudice to the District's right to contest the amount so paid; or (ii) withhold up to 150% of the disputed amounts. If the District withholds amounts invoiced by Construction Manager, the District will notify Construction Manager in writing of the reasons for the withholding. From and after the date such notice is given, the District and Construction Manager shall use their good faith efforts to resolve the dispute as quickly as practicable under the circumstances. If the District has given such notice, Construction Manager shall not be entitled to terminate this Agreement or suspend Services hereunder on account of such nonpayment, provided the District makes payment for all undisputed sums. If the District chooses to withhold payments under clause (ii) of this Section and if it is subsequently determined that the District owes an additional payment to Construction Manager, the District shall pay such amount to Construction Manager. If the District chooses to proceed under clause (i) of this Section and it is subsequently determined that the District overpaid Construction Manager, Construction Manager shall promptly refund to the District the amount of such overpayment.

5.4 COMPENSATION FOR REIMBURSABLE EXPENSES

5.4.1 PRIOR APPROVAL. Reimbursable expenses and other approved charges are not included in the Basic Fee; however, the reimbursable expenses and other approved charges shall not exceed fifteen thousand dollars (\$15,000.00) without the prior written approval by the District. The following will not be reimbursed under this Agreement:

5.4.1.1 Travel costs associated with delivery of Basic Services not explicitly approved under Section 5.4.2.

5.4.1.2 Consultant fees and expenses not explicitly approved under Section 5.4.2.

5.4.1.3 Any other cost or expense not explicitly approved under Section 5.4.2.

5.4.2 REIMBURSABLE EXPENSES. Claims for reimbursable expenses shall be documented by appropriate invoices and supporting receipts. Construction Manager may be reimbursed for those reasonable out-of-pocket expenses set forth below that are incurred and paid for by Construction Manager in furtherance of performance of its obligations under this Agreement, but only to the extent that such expenses are directly related to Services satisfactorily completed, are approved by the District in writing and in total do not exceed the amount set forth in Section 5.4.1. The following is the EXCLUSIVE list of reimbursable expenses:

5.4.2.1 Travel and Mileage. Construction Manager must request the travel in writing and justify why the travel should be reimbursed. Travel expenses must be approved in writing by District, in its sole discretion. Trips from any Construction Manager's office to the Project site(s) or to the District's office will not be approved for reimbursement.

5.4.2.2 Fees for Consultants. Fees for consultants hired and paid by Construction Manager at the written request of District that are not provided as Basic Services.

5.5 INVOICES

5.5.1 Invoices for Construction Manager's Basic Services. Following completion of the Services applicable to each phase set forth in the SOV, or agreement by the District to consider an interim invoice, Construction Manager shall submit an invoice in form and substance satisfactory to the

District in an amount not to exceed the amount specified as the portion of the Basic Fee to be paid for that phase set forth in the SOV for the Services identified in the invoice.

- 5.5.1.1 Each invoice must be accompanied by an **Approval Letter** from the District in the form of **Exhibit B**, attached hereto.
- 5.5.1.2 Each invoice must be accompanied by an **Invoice Cover Sheet** indicating amounts billed to date, and remaining to be paid.
- 5.5.1.3 The District shall pay Construction Manager for all undisputed amounts, which are approved by the District pursuant to this Agreement, no later than sixty (60) calendar days from the date of receipt by the District of an invoice from Construction Manager. If District withholds any amount following a default, as provided in Section 6 of this Agreement, Construction Manager shall certify in each subsequent invoice that none of the amounts invoiced represent any portion of the amounts identified for withholding. Withheld amounts shall be paid as specified on the notice from the District informing Construction Manager that the District elects to exercise its right to withhold payment following a Construction Manager default, if any.
- 5.5.2 **Invoices for Additional Services.** Except for Additional Services that are incorporated into the Basic Fee, payments for Additional Services shall be made monthly after approval by the District's Board of Trustees. Construction Manager's invoice shall be clearly marked "Request for Payment for Additional Services." Each invoice shall be accompanied by receipts and adequate supporting information. Payment on a properly submitted, fully supported and documented invoice will be due within sixty (60) days of the date all required supporting information is received by the District.
- 5.5.3 **Invoices for Reimbursable Expenses.** Payments for Reimbursable Expenses, if any, shall be made monthly, unless otherwise specified within the reimbursable expense authorization. Construction Manager's invoice shall be clearly marked "Request for Payment of Reimbursable Expenses." Each invoice shall be accompanied by receipts and adequate supporting information. Payment on a properly submitted, fully supported and documented invoice will be due within sixty (60) days of the date all required supporting information is received by the District, unless the District disputes in good faith any portion of the amount claimed by Construction Manager to be due.
- 5.5.4 **Final Invoice.** Upon completion of all Services, Construction Manager shall prepare a final invoice for the remaining amount due, including and separately identifying any amounts withheld by District hereunder. This invoice shall be prominently noted **FINAL INVOICE FOR DRIFFILL KINDERGARTEN PROJECT**. The District shall make payment within sixty (60) days of the District's approval of the final invoice.
- 5.5.5 **Combined Invoices.** Invoices for Basic Services, Additional Services and Reimbursable Expenses may be combined on a single invoice provided that the invoice is itemized and follows the instructions above.

SECTION 6

DEFAULT; REMEDIES; SUSPENSION AND TERMINATION

6.1 TERMINATION BY DISTRICT

- 6.1.1 **For Cause.** The District may terminate all or any portion of this Agreement or the Services for cause in the event of a Construction Manager Default. With respect to any monetary Construction Manager Default, the termination shall be effective if Construction Manager fails to cure such

default within fifteen (15) calendar days following issuance of written notice thereof by the District. With respect to any non-monetary Construction Manager Default for which no time period for cure is otherwise specified below, the termination shall be effective if Construction Manager fails to cure such default within thirty (30) calendar days following issuance of written notice thereof by the District, or if the cure by its nature takes longer, fails to commence such cure within thirty (30) calendar days from the date of issuance of the notice and diligently prosecute such cure to the satisfaction of the District. If the District does not terminate, the District will have the right to withhold monies otherwise payable to Construction Manager until completion of all Services. If the District incurs additional costs, expenses or other damages due to the failure of Construction Manager to properly perform pursuant to this Agreement, those costs, expenses or other damages shall be deducted from the amount payable to Construction Manager. If the amount payable to Construction Manager exceeds the amounts withheld, the balance will be paid to Construction Manager upon completion of all Services. If the costs, expenses or other damages incurred by the District exceed the amounts withheld, Construction Manager shall be liable to District for the difference and Construction Manager shall promptly pay the District such difference. The provisions of this Paragraph 6.1.1 are in addition to, and not a limitation upon, any other rights and remedies of the District under law or in equity and shall survive the termination of this Agreement.

6.1.2 For Convenience. The District may terminate, abandon or suspend performance of this Agreement for convenience and without cause at any time upon thirty (30) days written notice to Construction Manager, in which case the District will pay Construction Manager as provided in Section 5 for all Services and authorized Additional Services actually performed, and all authorized Reimbursable Expenses actually incurred and paid, under and in accordance with this Agreement, up to and including the date of termination; provided that such payments shall not exceed the percentage amounts specified as compensation for the phases set forth in the SOV of the Services completed, plus any Additional Services and Reimbursable Expenses completed prior to termination, unless the District at its sole discretion determines that demobilization or other compensation is appropriate. After a notice of termination is given, Construction Manager shall submit to the District a final claim for payment, in the form and with certifications prescribed by the District. Such claim shall be submitted promptly, but in no event later than sixty (60) calendar days after the Termination Date specified on the notice of termination.

Such payment shall be Construction Manager's sole and exclusive compensation and the District shall have no liability to Construction Manager for any other compensation or damages, including without limitation, anticipated profit, prospective losses, legal fees or costs associated with legal representation or consequential damages, of any kind.

6.1.3 Temporary Suspension of Services. If the Services are suspended in whole or in part by the District for less than one hundred twenty (120) consecutive calendar days, and notice to that effect was provided to Construction Manager prior to the suspension of the Services, Construction Manager shall complete any remaining Services in accordance with the terms herein as in existence at the time of suspension and Construction Manager shall not be entitled to additional compensation. If the Services are suspended, in whole or in part, by the District for one hundred twenty (120) consecutive calendar days or more, the Project Schedule shall be adjusted and Construction Manager's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Services.

6.2 CONSTRUCTION MANAGER DEFAULT. The occurrence of one or more of the following events shall constitute an "Construction Manager Default" under this Agreement:

- 6.2.1 Inability to pay Debts and Failure to Pay Consultants.** At any time prior to the expiration or termination of this Agreement, Construction Manager is unable to pay its debts in the ordinary course of business as they come due, including but not limited to failure to pay, when due, invoices from consultant(s) providing services in connection with this Agreement.
- 6.2.2 Assignment for the Benefit of Creditors.** An assignment for the benefit of creditors is made by, or any bankruptcy, reorganization (in connection with a debtor relief proceeding), receivership, moratorium or other debtor relief proceedings are commenced by or against Construction Manager, and the same is not discharged within ninety (90) days of commencement.
- 6.2.3 False or Misleading.** Any representation or warranty made by Construction Manager in this Agreement or in connection with any Services proves to be false or misleading in any material respect.
- 6.2.4 Defective Services; Errors or Omissions; Failure to Perform.** Construction Manager (a) provides defective services, including any deficiencies due to errors or omissions; or (b) fails to deliver Services in a timely manner; or (c) causes any delays for any reason, including providing defective Services; or (d) fails to perform any obligations under this Agreement (including, without limitation, failure to supply sufficient skilled personnel or suitable materials or equipment or failure to adhere to the Project Schedule).
- 6.2.5 Willful Violation.** The District determines that (a) Construction Manager is willfully violating any conditions or covenants of this Agreement or the Construction Documents; or (b) Construction Manager is executing Services in bad faith or not in accordance with terms hereof.
- 6.2.6 Failure to Cooperate With DSA.** Failure to comply with DSA requirements or to submit documents at any pre-scheduled times in accordance with the MOU process will constitute an automatic default.
- 6.2.7 Unapproved Assignment.** Construction Manager attempts to assign this Agreement or any Services hereunder without prior written approval from the District.
- 6.2.8 Disregard of District Authority or Direction.** Construction Manager disregards the authority of the District or fails or refuses to perform any reasonable act or service requested by the District hereunder.
- 6.2.9 Violation of Applicable Law.** Construction Manager violates any applicable law, statute or governmental regulation in connection with any Services or this Agreement.
- 6.2.10 Failure To Maintain Errors and Omissions Insurance.** Construction Manager fails to maintain the insurance required pursuant to Section 11.2. herein.

6.3 DISTRICT REMEDIES

- 6.3.1 General Remedies.** If a Construction Manager Default occurs under this Agreement, the District may exercise any right or remedy it has under this Agreement, or otherwise available at law or equity, and all of the District's rights and remedies shall be cumulative.
- 6.3.2 Withholding Payment.** If a Construction Manager Default occurs, the District's obligation to disburse further funds to Construction Manager pursuant to this Agreement may be terminated or suspended by the District, in its sole discretion. In connection with any Construction Manager

Default, the District may withhold all or a portion of any payments then or thereafter due to Construction Manager until Construction Manager cures any and all defaults to the satisfaction of the District.

6.3.3 Stop Work. Upon the occurrence of a Construction Manager Default, the District may, at its sole and absolute discretion, order Construction Manager in writing to stop work on the Services, or any portion thereof, until the Construction Manager Default has been cured. Construction Manager shall make best efforts to avoid delays and shall be solely responsible for any additional costs to the Project in connection with such “stop work” order.

6.3.4 Self Help. Upon the occurrence of a Construction Manager Default, the District may, at its sole and absolute discretion, without prejudice to other remedies, correct any deficiencies resulting from the Construction Manager Default. In such case, the District may deduct costs relating to correcting such deficiencies, including, without limitation, compensation for additional services and expenses of a supplemental or replacement architect, design or engineering consultants and other consultants made necessary by such defaults, including services of legal counsel, from payments then or thereafter due to Construction Manager and may adjust the Basic Fee and any fees for Additional Services accordingly. If the payments then or thereafter due to Construction Manager are not sufficient to cover the amount of the deduction, Construction Manager shall pay the difference to the District.

6.3.5 Payment to Consultant. If the Construction Manager Default is due to Construction Manager’s failure to pay, when due, invoices of a consultant providing Services in connection with this Agreement, the District shall have the right, but no obligation, to pay the amount invoiced directly to that consultant from any amounts then due Construction Manager, provided that the District has accepted the Services to which the invoices refer. The District shall have no further liability to Construction Manager in connection therewith.

6.4 TERMINATION BY CONSTRUCTION MANAGER. Construction Manager may terminate this Agreement only upon the occurrence of one of the following conditions:

6.4.1 Failure to Pay Undisputed Amounts. Construction Manager may terminate upon thirty (30) days written notice if the District fails to make any undisputed payment to Construction Manager when due and such failure remains uncured for forty-five (45) calendar days after written notice to the District.

6.4.2 Long Term Suspension of Project. If the Project on which Construction Manager is providing Services are suspended or abandoned by the District for more than one hundred twenty (120) consecutive calendar days, Construction Manager may terminate this Agreement upon ninety (90) calendar days’ notice to the District, provided the District does not reactivate the Project within such ninety (90) calendar day period.

6.5 SOLE REMEDY UPON TERMINATION BY CONSTRUCTION MANAGER

6.5.1 Payment for Services. In the event of a termination of this Agreement by Construction Manager in accordance with Section 6.4, the District shall pay Construction Manager an amount for its Services, Additional Services and Reimbursable Expenses calculated in accordance with Paragraph 6.1.2 of this Agreement. Such payment shall be Construction Manager’s sole and exclusive compensation and the District shall have no further liability or obligation to Construction Manager for any other compensation or damages, including, without limitation, anticipated profit, prospective losses,

business devastation, legal fees or costs associated with legal representation or consequential damages of any kind.

SECTION 7

DUTIES AND LIABILITIES OF DISTRICT

7.1 DUTIES

- 7.1.1 Project Manager:** The Project Manager represents the District it in all matters pertaining to the Services. The Project Manager shall cooperate with Construction Manager in all matters relative to this Agreement in order to permit the performance of the work without undue delay.
- 7.1.2 Statement of Building Program.** The District shall provide full information as to the requirements for and the education program to be conducted in the Project, including budget limitations and scheduling. Construction Manager shall have the right to rely upon such information unless Construction Manager knows or should know that the information is inaccurate or incomplete.
- 7.1.3 Architect.** The District shall retain the Architect whose services, duties and responsibilities are described in the agreement between the District and the Architect. The District-Architect agreement shall be furnished to Construction Manager.
- 7.1.4 District Performance of Work.** The District reserves the right to perform work related to the Project with the District's own forces and/or to award contracts in connection with the Project. The District shall notify Construction Manager of the District's intent to perform work related to the Project with the District's own forces and/or to award contracts in connection with the Project.

7.2 LIMITATION ON LIABILITY OF DISTRICT

- 7.2.1** Other than as specifically provided elsewhere in this Agreement, the District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
- 7.2.2** The District shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Construction Manager, its employees, agents, consultants, invitees or guests even if such equipment has been furnished or loaned to Construction Manager by the District.

SECTION 8

PROJECT CONSTRUCTION COST ESTIMATES

- 8.1 CONSTRUCTION BUDGET.** The Construction Budget may be revised at the conclusion of design or other earlier phase of the Project at the discretion of the District based on input from the Architect and Construction Manager.
- 8.2 ESTIMATED PROJECT CONSTRUCTION COST.** The estimated Construction Cost shall be prepared and updated by the Construction Manager as required by this Agreement. The estimated Construction Cost shall under no circumstances exceed the Construction Budget, including a

reasonable allowance built in for estimating design contingency. The Construction Manager shall, at no additional cost to the District, incorporate any and all revisions needed to the preliminary studies, schematic drawings, site utilization plans and Construction Documents if at any time Construction Manager becomes aware that the estimated Construction Cost, as recalculated, will exceed the Construction Budget; provided that this limitation shall not apply to unanticipated cost increases beyond the reasonable control of Construction Manager.

SECTION 9 **PROJECT SCHEDULE**

9.1 SCHEDULE

9.1.1 Time for Completion. Time is of the essence and failure of Construction Manager to perform the Services on time shall constitute a material breach of this Agreement. It shall not be a material breach if a delay is beyond Construction Manager's control as set forth in Section 9.1.4 below. The milestones set forth on the Project Schedule are binding, unless extended in writing by the District Representative.

9.1.2 Delays. Except as otherwise provided in Section 5.2, Construction Manager shall not be entitled to any compensation additional to the Basic Fee, damages or any losses incurred in connection with delays due to errors, omissions, intentional or negligent acts of Construction Manager (including their respective employees or those in a direct contractual relationship with either).

9.1.3 Notice of Delay. Construction Manager shall immediately notify the District of any delay in: (i) the preparation and/or production of any of the Architect's documents hereunder; (ii) the performance of Services; or (iii) connection with any matter attended to by Construction Manager or with which Construction Manager is familiar (whether or not as the result of an act or omission of another).

Construction Manager shall consult and advise the District in connection with any such delay and its effect on the Project Schedule and shall take such action on the District's behalf as the District may request in accordance with the terms and conditions of this Agreement.

9.1.4 Force Majeure. Neither party will be liable to the other for unanticipated delays or failures in performance resulting from causes beyond the reasonable control of that party, including, but not limited to, acts of God, labor disputes or disturbances, material shortages or rationing, riots, acts of war, governmental regulations, communications or utility failures, or casualties; provided that the delayed party: (i) gives the other party prompt written notice of such cause; and (ii) uses its reasonable efforts to correct such failure or delay in its performance. The delayed party's time for performance or cure under this Section will be extended for a period equal to the duration of the cause or sixty (60) days, whichever is less.

SECTION 10 **DOCUMENTS OWNERSHIP, LICENSE, COPYRIGHT AND USE**

10.1 OWNERSHIP. Pursuant to California Education Code Section 17316 and the requirements of the District, all plans, specifications, original or reproducible transparencies of any drawings and master plans, preliminary sketches, architectural presentation drawings, structural computations, estimates and any other documents prepared pursuant to this Agreement, including, but not limited to, any other works of authorship fixed in any tangible medium of expression such as writings, physical

drawings and data magnetically or otherwise recorded in electronic form (hereinafter referred to as the "Project Documents") shall be and remain the property of the District.

10.2 DELIVERABLES UPON TERMINATION. Following the termination of any Services, for any reason, or abandonment of all or a portion of the Project, the District may utilize the Construction Documents and the Project Documents as it sees fit and Construction Manger shall deliver to the District all Construction Documents and Project Documents.

10.3 NO REPRODUCTION OR USE BY CONSTRUCTION MANAGER OR THIRD PARTIES. After completion of the Project, or earlier termination of the Services, Construction Manager shall not use the Construction Documents for any purpose without District's prior written consent. In addition, Construction Manager shall not permit reproductions to be made of any Construction Documents without the approval of the District and shall refer all requests by other persons to the District.

SECTION 11

INDEMNIFICATION AND INSURANCE

11.1 INDEMNIFICATION.

11.1.1 INDEMNITY AND LITIGATION COSTS. To the fullest extent permitted by law, Construction Manager agrees that it will indemnify, defend and hold the District, the District's Representative, members of the District's Board of Trustees, directors, officers, employees, agents and authorized volunteers (the "Indemnitees") entirely harmless from all liability arising out of:

11.1.1.1 any and all claims under worker's compensation acts and other employee benefit acts with respect to Construction Manager's employees arising out of Construction Manager's work under this Agreement; and

11.1.1.2 any claim, loss, injury to or death of persons or damage to property to the extent that it is caused by any negligent or reckless act, error or omission or willful misconduct (other than a professional act or omission) of Construction Manager, its officers, employees, consultants, subconsultants or agents, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, arising out of, or in any way connected with the Project, including injury or damage either on or off District property, but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of the Indemnitees or of other third parties for which Construction Manager is not legally liable.

11.1.2 To the fullest extent permitted by law, Construction Manager agrees to indemnify and hold the Indemnitees entirely harmless from all claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct in the performance of professional services by Construction Manager, its officers, employees, consultants, subconsultants or agents, pursuant to this Agreement.

11.1.3 Construction Manager's obligation to indemnify does not include the obligation to defend actions or proceedings brought against the Indemnitees but rather to reimburse the Indemnitees for attorney's fees and costs incurred by the Indemnitees in defending such actions or proceedings brought against the Indemnitees to the extent such actions or proceedings arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Construction Manager, but not to the extent of loss, injury, death or damage caused by the active negligence or willful misconduct of District or of other third parties for which Construction Manager is not legally liable.

11.1.4 Survival of Indemnities. The provisions of this Section shall survive the termination of this Agreement.

11.2 INSURANCE. Without in any way affecting the indemnity provided in or by Section 11.1, before commencement of any Services, Construction Manager shall procure and maintain at its own cost and expense for the duration of the Services, and longer as required by the District against claims for injuries to persons or damages to property which may arise from or in connection with the Services, the types and amounts of insurance set forth herein.

11.2.1 Minimum Limits of Insurance. Construction Manager shall procure and maintain the types and amounts of coverage as follows:

11.2.1.1 Commercial General Liability Insurance with a limit of not less than \$1,000,000 each occurrence for bodily injury, personal injury and property damage/\$2,000,000.

11.2.1.2 Automobile Liability Insurance (Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto)). Minimum of \$2,000,000 limit each accident.

11.2.1.3 Professional Liability (Errors and Omissions) Insurance with a limit not less than \$1,000,000 per claim and \$2,000,000.00 in the annual aggregate.

11.2.1.4 Workers' Compensation Insurance as required by the State of California (Division IV of the California Labor Code, and any amendatory acts or provisions thereto).

11.2.1.5 Employer's Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury or disease.

11.2.2 Minimum Scope of Insurance.

11.2.2.1 Commercial General Liability insurance shall be written on Insurance Services Office form CG 0001 (or a substitute for providing coverage at least as broad) and shall cover liability arising from bodily injury and property damage (broad form property damage), premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability (including the tort liability of another assumed in a business contract), contractual liability with respect to this Agreement, explosion, collapse and underground hazards.

11.2.2.2 Automobile Insurance shall cover liability arising out of any automobiles (including owned, hired and non-owned automobiles). Coverage shall be written on Insurance Services Office form CA 0001, or a substitute form providing liability coverage at least as broad. The policy may require deductibles acceptable to the Director of Risk Management of the District, but not self-insured retention without written approval from District.

11.2.2.3 If the Professional Liability Insurance policy is written on a claims made basis, it shall be maintained continuously for a period of no less than four (4) years after Final Completion of the Project to which it applies. The "retro date" must be shown and must be before the date of this Agreement.

11.2.3 Valuable Document Insurance: Construction Manager shall carry adequate insurance on all drawings and specifications as may be required to protect District in the amount of its full equity in those drawings and specifications, and shall file with District a certificate of that insurance. The cost of that insurance shall be paid by Construction Manager.

11.2.4 Content and Endorsements: Each policy must contain, or be endorsed to contain, the following provisions:

11.2.4.1The Commercial General Liability policy shall name District, its Board of Trustees and each member thereof, its officers, employees, agents, and designated volunteers as named additional insureds (“Additional Insureds”). The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds. Coverage shall be primary and not contributory with respect to the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of Construction Manager’s insurance and shall not contribute with it.

11.2.4.2On each policy of insurance, the insurer shall agree to waive all rights of subrogation against District, its Board of Trustees and each member thereof, its officers, employees, agents, and volunteers.

11.2.4.3Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice has been given to the District by the carrier. In the case of cancellation for non-payment, ten (10) days notice is acceptable. Qualified statements such as carrier “will endeavor” or that “failure to mail such notice shall impose no obligation and liability upon the company” shall not be acceptable.

11.2.4.4The 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.

11.2.5 General Insurance Matters: All insurance coverage required under this Agreement shall:

11.2.5.1Be issued by insurance companies admitted to do business in the State of California, with a financial rating of at least an A:VII as rated in the most recent edition of Best’s Insurance Reports. Architect shall notify District in writing if any of its insurer(s) have an A.M. Best rating of less than A:VII. At the option of District, either 1) District can accept the lower rating; or 2) Construction Manager shall be required to procure insurance from another insurer.

11.2.5.2Except for professional liability policies, all insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the District, its directors, officials, officers, employees and agents.

11.2.5.3Construction Manager shall promptly notify the District of any materials change in the coverage, scope, or amount of any policy.

11.2.5.4Except for professional liability policies for which primary coverage is not available, all such insurance shall be primary insurance. Any insurance of the District shall be excess coverage for benefit of the District only and non-contributory.

11.2.5.5At all times while this Agreement remains in effect, Construction Manager shall maintain on file with the District valid and up to date certificates of insurance showing that the required insurance coverage is in effect in not less than the required amounts. If not contained on the face of the policy, endorsements signed by a person authorized by the insurer to bind coverage on its behalf, shall be separately provided. Each policy endorsement, copy, or a certificate of the policy executed by the insurance company, and evidence of payment of premiums for each policy shall be deposited with the District within twenty-one (21) days of execution of this Agreement and prior to the

commencement of services, and on renewal of the policy, not less than twenty (20) days before the expiration of the term of the policy.

11.2.5.6 If Construction Manager fails to provide or maintain the required insurance, the District may, at its sole and absolute discretion, obtain such insurance at Construction Manager's expense and deduct the premium from any fees or reimbursable expenses subsequently invoiced by Construction Manager.

11.2.5.7 Any deductibles or self-insured retentions in excess of \$100,000 must be declared to the District and must be reduced to a level deemed acceptable by the District in writing. Construction Manager agrees that, at the option of the District, it will either: (A) arrange for the insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to the District, its directors, officials, officers, employees and agents; or (B) procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

SECTION 12

DISPUTE RESOLUTION

12.1 RESOLUTION OF CLAIMS. Claims shall be resolved by the Parties in accordance with the provisions of this Section 12. All Claims shall be subject to the “**Claims Resolution Process**” set forth in this Section 12, which shall be the exclusive recourse of Construction Manager and the District for determination and resolution of Claims.

For purpose of this Section 12, a “**Claim**” shall mean, a written demand or assertion by the District or Construction Manager seeking, as a matter of right, an interpretation of contract, disputed payment of money, recovery of damages or other relief. A Claim does not include the following: (i) penalties or forfeitures prescribed by statute or regulation imposed by a governmental agency; (ii) tort claims for personal injury or death; (iii) false claims liability under California Government Code Section 12650, et seq.; (iv) physical defects in the construction first discovered by the District after final payment by the District to a Contractor; (v) stop notices; or (vi) the right of the District to specific performance or injunctive relief to compel performance.

12.2 RESOLUTION OF OTHER DISPUTES. Disputes between the District and Construction Manager that do not constitute Claims shall be resolved by way of an action filed in the Superior Court of the State of California, County of Ventura, and shall not be subject to the Claims Resolution Process.

12.3 SUBMISSION OF A CLAIM

12.3.1 By Construction Manager. Construction Manager's right to commence the Claims Resolution Process shall arise upon the District's written response denying all or part of a Claim or the passage of thirty (30) calendar days after submission of the claim should no denial be issued by the District. Construction Manager shall submit a written statement of dispute to the District within fourteen (14) calendar days after the District rejects all or a portion of Construction Manager's Claim. Failure by Construction Manager to timely submit its statement of dispute shall result in the decision by the District on the Claim becoming final and binding. Construction Manager's statement of dispute shall be signed by a principal of Construction Manager and shall state with specificity the events or circumstances giving rise to the Claim, the dates of their occurrence and the asserted effect, if any, on the compensation due or time of performance obligations of Construction Manager under this Agreement (the “Statement of Dispute”). Such Statement of Dispute shall include adequate supporting data to substantiate the disputed Claim. Adequate supporting data for a Claim relating to

an adjustment of Construction Manager's obligations relative to time of performance shall include a detailed, event-by-event description of the impact of each delay on Construction Manager's time for performance. Adequate supporting data for a Statement of Dispute involving Construction Manager's compensation shall include a detailed cost breakdown and supporting cost data in such form and including such detailed information and other supporting data as required to demonstrate the grounds for, and precise amount of, the Claim.

12.3.2 By the District. The District's right to commence the Claims Resolution Process shall arise at any time following the District's actual discovery of the circumstances giving rise to the Claim. Nothing contained herein shall preclude the District from asserting Claims in response to a Claim asserted by Construction Manager. A Statement of Claim submitted by the District shall state the events or circumstances giving rise to the Claim, the dates of their occurrence and the damages or other relief claimed by the District as a result of such events.

12.4 CLAIMS RESOLUTION PROCESS. The Parties shall utilize each of the following steps in the Claims Resolution Process in the sequence they appear below. Each Party shall participate fully and in good faith in each step in the Claims Resolution Process, which good faith effort shall be a condition precedent to the right of each Party to proceed to the next step in the Claims Resolution Process.

12.4.1 Direct Negotiations. Designated representatives of the District and Construction Manager shall meet as soon as possible (but not later than forty-five (45) calendar days after the Statement of Dispute is given) in a good faith effort to negotiate a resolution to the Claim. Each Party shall be represented in such negotiations by an authorized representative with full knowledge of the details of the Claim or defenses being asserted by such Party, and with full authority to resolve such Claim then and there, subject only to the District's right and obligation to obtain Board of Trustees' approval of any agreed settlement or resolution. If the Claim involves the assertion of a right or claim by a Contractor, the Architect or Architect Consultant against the Construction Manager that is in turn being asserted by the Construction Manager against the District, then such Contractor, the Architect or Architect Consultant shall also have a representative attend such negotiations, with the same authority and knowledge as just described. Upon completion of the meeting, if the Claim is not resolved, the Parties may either continue the negotiations or either Party may declare negotiations ended. All discussions that occur during such negotiations and all documents prepared solely for the purpose of such negotiations shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.4.2 Deferral of Agreement Disputes. Following the completion of the negotiations required by the preceding paragraph, all unresolved Claims shall proceed to Mediation as set forth in the succeeding paragraph entitled "Mediation." The Parties hereto may mutually agree to postpone continuing the Claims Dispute Resolution until the earlier of: (i) the completion of the Services hereunder or; (ii) the termination of the Services. In the event Claims are deferred, the Claims shall be consolidated within a reasonable period of time after completion of the Services herein and pursued to resolution through the Claims Dispute Resolution Process. Pending final resolution of any Claim, Construction Manager shall proceed diligently with the performance of its Services and the District shall continue to make payments for those Services that are not part of the Claim set forth herein in accordance with the terms of this Agreement.

12.4.3 Mediation. If the Claim remains unresolved after direct negotiations pursuant to Paragraph 12.4, the Parties agree to submit the Claim to non-binding mediation before a mutually acceptable third party mediator prior to commencement of any lawsuit or court action.

12.4.3.1 Qualifications of Mediator. The Parties shall endeavor to select a mediator who is a retired judge or an attorney with at least five (5) years of experience in public works construction contract law and in mediating public works construction disputes.

12.4.3.2 Submission to Mediation and Selection of Mediator. The Party initiating mediation of a Claim shall provide written notice to the other Party of its decision to mediate. In the event the Parties are unable to agree upon a mediator within ninety (90) calendar days after such written notice is given, then the Parties shall submit the matter to the Superior Court of the County of Ventura to select a mediator in accordance with the qualifications herein and the applicable law.

12.4.3.3 Mediation Process. The location of the mediation shall be at the offices of the District, or otherwise mutually agreed. The costs of mediation shall be shared equally among all parties participating. All discussions that occur during the mediation and all document presentations prepared solely for the purpose of the mediation shall be confidential and privileged pursuant to California Evidence Code Sections 1119 and 1152.

12.4.3.4 Litigation. If the Claim remains unresolved after direct negotiations and mediation, either Party may commence an action in the Superior Court of the County of Ventura. Construction Manager hereby submits to the jurisdiction of said court.

12.5 NON-WAIVER OR RELEASE. Participation in the Claims Resolution Process shall not constitute a waiver, release or compromise of any defense of either Party.

SECTION 13
NOTICES

13.1 NOTICES. All notices, demands, or requests to be given under this Agreement shall be given in writing and conclusively shall be deemed received when received in any of the following ways: (i) on the date delivered if delivered personally; (ii) on the date sent if sent by facsimile transmission and confirmation of transmission is received; (iii) on the date it is accepted or rejected if sent by certified mail; and (iv) the date it is received if sent by regular U.S. mail. All notices, demands or requests shall include the name of this Agreement and be addressed to the parties as follows:

TO DISTRICT:

Oxnard School District

Attn: Dr. Cesar Morales,

Superintendent

1051 South A Street

Oxnard, CA 93030

TO CONSTRUCTION MANAGER:

EUR Consulting & Development, Inc.

Attn: Eloy U. Retamal. S.E.

President

3418 West 226th Street

Torrance, CA 90505

SECTION 14
REPRESENTATIONS OF CONSTRUCTION MANAGER

14.1 REPRESENTATIONS OF CONSTRUCTION MANAGER. By executing this Agreement, and hereafter each and every time this Agreement is amended, Construction Manager makes each of the following covenants and representations.

- 14.1.1** Construction Manager represents that it has previously acted as a construction manager, that is professionally qualified and is licensed to perform the Services in the State of California by all public entities having jurisdiction over the Architect and the Project, and that it has the expertise and experience in constructability reviews, cost estimating, value engineering, construction supervision, bid preparation, evaluation of construction projects, project scheduling, cost benefit analysis, claims review and negotiation, and general management and administration of construction projects to perform the Services.
- 14.1.2** Construction Manager covenants to maintain, at all times Services are performed hereunder, all necessary licenses, permits or other authorizations necessary to performed the Services for the Project until Construction Manager’s duties in connection therewith have been fully satisfied.
- 14.1.3** Construction Manager represents that it has become familiar with the Project site and the local conditions under which the Project is to be designed, constructed, and operated.
- 14.1.4** Construction Manager represents and covenants that it shall prepare, or cause to be prepared, all documents and things required by this Agreement in accordance with the standards of the profession.
- 14.1.5** Construction Manager assumes full responsibility to the District for the improper acts and omissions of its employees. Construction Manager covenants that each Project Director and all other Construction Manager employees now or in future assigned by Construction Manager to work on a Project shall have the level of skill, experience and qualifications required to perform the Services assigned to them, and shall also have all licenses, permits or approvals legally required to perform such Services.
- 14.1.6** Construction Manager covenants that it shall be responsible for all costs and damages, including those due to any delays, resulting from its failure to prepare adequate documentation or to implement any changes identified as necessary either in connection with the Constructability Review or other review.
- 14.2 COMPLIANCE WITH LAWS.** Construction Manager covenants that it shall, at all times while providing Services, remain in full compliance with the provisions of all applicable laws, rules and regulations, including without limitation, the provisions of the Education Code regarding design and construction of school facilities, the provisions of the California Labor Code regarding employer’s insurance, the provisions of the California Labor Code regarding payment prevailing wages, all non-discriminations laws (including federal and state laws), and any and all other laws rules and regulations applicable to this Agreement, Construction Manager, the District, the Project or the Services.
- 14.2.1 Cost Disclosure - Documents and Written Reports.** Construction Manager shall be responsible for compliance with California Government Code section 7550 if the total cost of the contract is over five thousand dollars (\$5,000).
- 14.2.2 Disabled Veteran Business Enterprise Participation.** Pursuant to Education Code section 17076.11, the District has a participation goal for disabled veteran business enterprises (DVBES) of at least three (3) percent, per year, of funds expended each year by the District on projects that use funds allocated by the State Allocation Board pursuant to the Leroy F. Greene School Facilities Act. Unless waived in writing by the District, Construction Manager shall provide proof of compliance with any applicable policies of the District or the State Allocation Board, within thirty (30) days of its execution of this Agreement.

- 14.2.3 Fingerprinting & Other Operational Requirements of the District.** Unless exempted, Construction Manager shall comply with the requirements of Education Code Section 45125.1 with respect to fingerprinting of employees who may have contact with the District's pupils. Construction Manager shall also ensure that its consultants on the Project also comply with the requirements of Section 45125.1. Construction Manager must complete the District's certification form attached hereto as **Exhibit C** and incorporated herein by reference prior to any of Construction Manager's employees coming into contact with any of the District's pupils. Construction Manager also agrees to comply, and ensure that all its employees comply with all other operational requirements of the District, as may be revised from time to time, including but not limited to any obligations relating to vaccination or testing for infectious diseases.
- 14.2.4 Name and Trademarks.** Construction Manager shall not use any name, trademark or service mark of the District without first having received the District's written consent to such use.
- 14.2.5 Conflict of Interest.** No member, official or employee of the District shall have any personal interest, direct or indirect, in this Agreement nor shall any such member, official or employee participate in any decision relating to the Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested.
- 14.2.6 Safety.** Construction Manager shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, Construction Manager shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of its employees subcontractors appropriate to the nature of the work and the conditions under which the work is to be performed.
- 14.2.7 Labor Certification.** By its signature hereunder, Construction Manager certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.
- 14.3 SUPPLEMENTAL CONDITIONS.** Any supplemental conditions agreed to by the Parties shall be attached as an exhibit to this Agreement and incorporated herein by reference.

SECTION 15

MISCELLANEOUS PROVISIONS

- 15.1 SUCCESSORS AND ASSIGNS.** Inasmuch as this Agreement is intended to secure the specialized Services of Construction Manager, Construction Manager may not assign, transfer, delegate or sublet any interest therein without the prior written consent of the District and any such assignment, transfer, delegation or sublease without the District's prior written consent shall be considered null and void. Likewise, the District may not assign, transfer, delegate or sublet any interest therein without the prior written consent of Construction Manager and any such assignment, transfer, delegation or sublease without Construction Manager's prior written consent shall be considered null and void.
- 15.2 SEVERABILITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

- 15.3 ENTIRE AGREEMENT.** This Agreement including Exhibits hereto, contains the entire understanding of the Parties, and supersedes all other written or oral agreements. Construction Manager shall be entitled to no other benefits other than those specified herein. No changes, amendments or alternations shall be effective unless in writing and signed by both Parties and approved by the District's Board of Trustees. Construction Manager specifically acknowledges that in entering into this Agreement, Construction Manager relied solely upon the provisions contained in this Agreement and no others.
- 15.4 GOVERNING LAW AND VENUE.** This Agreement shall be construed in accordance with, and governed by the laws of the State of California, excluding its choice of law rules. Venue shall be exclusively in Ventura County.
- 15.5 NON-WAIVER.** None of the provisions of this Agreement shall be considered waived by either party unless such waiver is specifically specified in writing. Neither the District's review, approval of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement, and Construction Manager shall remain liable to the District in accordance with this Agreement for all damages to the District caused by Construction Manager's failure to perform any of the Services to the applicable standard of care. This provision shall survive the termination of this Agreement.
- 15.6 INDEPENDENT CONTRACTOR.** Construction Manager is, for all purposes arising out of this Agreement, an independent contractor, and neither Construction Manager nor its employees shall be deemed an employee of the District for any purpose. It is expressly understood and agreed that Construction Manager shall in no event be entitled to any benefits to which District employees are entitled, including, but not limited to, overtime, retirement benefits, insurance, vacation, workers' compensation benefits, sick or injury leave or other benefits.
- 15.7 NO ASBESTOS CERTIFICATION.** No asbestos or asbestos-containing materials will be used or substituted in conjunction with the Project. Upon completion of all work under the Project, Construction Manager will certify to the District that to the best of Construction Manager's knowledge, no asbestos or asbestos-containing materials were used in the Project.
- 15.8 NON-DISCRIMINATION.** No discrimination shall be made by Construction Manager in the employment of persons to work under this Agreement because of race, national origin, sex, age, ancestry, religion, physical disability, marital status, sexual orientation, or political affiliation of such person. Construction Manager shall comply with all applicable regulations and laws governing nondiscrimination in employment, including without limitation the following laws:
- (a) California Fair Employment and Housing Act (California Government Code Section 12900 et seq.) which prohibits discrimination in employment on account of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex and prohibits harassment of an employee or applicant because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex or age;
 - (b) Federal Civil Right Act of 1964 (42 U.S. Code Section 2000e, et seq.) which prohibits discrimination in employment on the basis of race, religious creed, color, national origin, or sex;
 - (c) Title I of the Americans With Disabilities Act of 1990 (42 U.S. Code Section 12101 et seq.) which prohibits discrimination against qualified individuals with a disability in hiring and employment practices;

(d) The Age Discrimination in Employment Act (29 U.S. Code Section 621, et seq., prohibiting age discrimination in employment against individuals who are least forty years of age;

(e) California Labor Code Section 1102.1 which prohibits discrimination in any aspect of employment or opportunity for employment based on actual or perceived sexual orientation.

15.9 NO THIRD PARTY BENEFICIARY. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

15.10 ASSISTANCE OF COUNSEL. Each Party warrants that it has had the opportunity to consult counsel and understands the terms of this Agreement and the consequences of executing it. In addition, each Party acknowledges that the drafting of this Agreement was the product of negotiation and that this Agreement shall not be construed against any Party as the drafter of the Agreement.

15.11 AUTHORITY TO EXECUTE. The persons executing this Agreement on behalf of their respective Parties represent and warrant that they have the authority to do so under law and from their respective Parties.

15.12 HEADINGS. The headings in this Agreement are inserted only as a matter of convenience and reference and are not meant to define, limit or describe the scope or intent of the Agreement or in any way to affect the terms and provisions set forth herein.

15.13 EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

NOW, THEREFORE, the parties, through their authorized representatives, have executed this Agreement on the dates indicated under their respective signatures.

EUR Consulting & Development Inc.:

Oxnard School District:

By: _____

By: _____

Title: Eloy U. Retamal, S.E., President

Title: Lisa A. Franz, Director, Purchasing

Date: _____

Date: _____

Oxnard School District
Driffill Kindergarten Project
Cost Proposal for CM-Multi Prime Services

Exhibit "A"



EUR Consulting & Development, Inc.



PM/CM STAFFING PLAN

Preliminary Schedule	PRECONSTRUCTION													
	CONSTRUCTION													
												CLOSE-OUT		
	1	2	3	4	5	6	7	8	9	10	11	12	13	TOTAL
Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16		

PRECONSTRUCTION

Principal	8	8	4											20
CM-Projector Director	20	20	8											48
Superintendent	0	0	20											20
Administrative Assistant	0	0	0											0
Project Engineer	40	40	20											100
Estimator	4	4	4											12
Scheduler	4	4	4											12

CONSTRUCTION

Principal			2	2	2	2	2	2	2	2	2			18
CM-Projector Director			4	16	32	32	32	32	32	16	8			204
Superintendent			80	160	160	160	160	160	80	80	80			1120
Project Engineer			64	128	128	128	128	80	80	80	40			856
Administrative Assistant			80	160	160	160	160	80	80	80	80			1120
Estimator			4	8	8	8	8	8	8	8	8			68
Scheduler			4	8	8	8	8	8	8	8	8			68

CLOSE-OUT

Principal											0	0	0	0
CM-Projector Director											2	2	2	6
Superintendent											4	8	4	16
Project Engineer											40	128	128	296

Hours	76	76	298	482	498	498	498	450	290	274	272	138	134	3984
Man Days	10	10	37	60	62	62	62	56	36	34	34	17	17	497

RATES	
Principal	195
CM-Projector Director	165
Superintendent	100
Project Engineer	90
Administrative Assistant	55
Estimator	130
Scheduler	140

Projected Monthly Fees:														
Principal	1560	1560	1170	390	390	390	390	390	390	390	390	0	0	7410
CM Project Director	3300	3300	1980	2640	5280	5280	5280	5280	5280	2640	1650	330	330	42570
Superintendent	0	0	8000	16000	16000	16000	16000	16000	8000	8000	8000	0	0	112000
Project Engineer	3600	3600	7560	11520	11520	11520	11520	7200	7200	7200	7200	11520	11520	112680
Administrative Assistant	0	0	4400	8800	8800	8800	8800	4400	4400	4400	4400	0	0	61600
Estimator	520	520	1040	1040	1040	1040	1040	1040	1040	1040	1040	0	0	10400
Scheduler	560	560	1120	1120	1120	1120	1120	1120	1120	1120	1120	0	0	11200
Total Projected Monthly Fees	9540	9540	25270	41510	44150	44150	44150	39830	27430	24790	23800	11850	11850	357860
Cumulative Fees	9540	19080	44350	85860	130010	174160	218310	258140	285570	310360	334160	346010	357860	

Estimated Fee Per Phase	Months	Average Monthly Fee Per Phase	
Preconstruction	\$ 26,060	2.5	\$ 10,424
Construction	\$ 306,170	8	\$ 38,271
Close-Out	\$ 29,230	2	\$ 14,615
TOTAL FEES	\$ 361,460	12.5	28,917

Exhibit "B"

Invoice Approval Letter and Invoice Cover Sheet

DATE:

Agreement No. 14-199: New Driffill Kindergarten Building

Construction Manager: EUR Consulting & Development Inc.

EUR Consulting & Development Inc. has submitted Invoice No. _____ for review by the District's Assistant Superintendent, Business & Fiscal Services, Lisa Cline.

By signing below, a representative of EUR Consulting & Development Inc., hereby certifies that the invoice submitted is a true and accurate reflection of the work performed to date, is an accurate representation of the percent work completed for the phase identified in the invoice, and that the invoice submitted does not include any charges for services that have been previously paid, or rejected by the District.

EUR Consulting & Development Inc.

The invoice has been reviewed by the following and is recommended for payment:

Lisa Cline
Asst. Supt., Business & Fiscal Services, Oxnard School District

EXHIBIT "C"

BACKGROUND CHECK AND FINGERPRINTING PROCEDURES FOR CONTRACTORS

The successful Bidder will be required to assure that its employees, subcontractors of any tier, material suppliers, and consultants do not have direct contact with the District's students during the performance of the Contract in compliance with Education Code §§ 45125.1 and 45125.2. To assure these provisions, the successful Bidder's supervisor shall be fingerprinted, and proof of same shall be provided to the District prior to start of on-site work. The supervisor will monitor the workers' conduct while on school grounds. In addition, the successful Bidder shall barricade the Work area to separate its workers from the students. Costs associated with this process are the responsibility of the successful Bidder.

The Contractors' construction supervisors or their unsupervised employees who will be working outside of fenced areas during the school hours **must** have submitted a fingerprint identification card to the Department of Justice (DOJ) and have a proof of clearance in the form of an affidavit filed in the Oxnard School District's Purchasing Office **prior to** the start of the Work.

California Education Code §§45125.1 and 45125.2 require that criminal checks be completed for contractors (Contracting Firm) who provide architectural, construction, janitorial, administrative, landscape, transportation, food-related, or other similar services to school districts.

The undersigned does hereby certify to the Board of Trustees of the Oxnard School District as follows:

That I am a representative of the Contractor currently under contract ("Contract") with the District; that I am familiar with the facts herein certified, and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken the following actions with respect to the construction Project that is the subject of the Contract:

1. Pursuant to Education Code §45125.2, Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, which will limit contact between Contractor's employees and District pupils at all times (mandatory for all Projects); AND
2. The Contractor has complied with the fingerprinting requirements of Education Code §45125.1 with respect to all Contractor's employees and all of its subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the California Department of Justice has determined that none of those employees has been convicted of a felony, as that term is defined in Education Code §45122.1. A complete and accurate list of Contractor's employees and of all its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto; AND/OR

3. Pursuant to Education Code §45125.2, Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of each employee who will be supervising Contractor's employees and its subcontractors' employees is:

Name: _____

Title: _____

AND/OR

4. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with District pupils.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors, and employees of Subcontractors coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

Date: _____

Proper Name of Contractor: _____

Signature: _____

By: _____

Its: _____

EXHIBIT “D”

BASIS OF COMPENSATION

Total Project Fee Amount:	\$361,460	100%
<i>Proposed SOV Format</i>		
Program Feasibility & Constructability Review:	\$0	0%
Schematic Design Review:	\$0	0%
Design Development Review:	\$0	0%
Construction Document Review:	\$0	0%
DSA Submittal:	\$0	0%
DSA Approval:	\$0	0%
Bid Document & Proposed GMP Submittal:	\$15,636	4%
Bid Doc & GMP Approval:	\$10,424	3%
Construction Phase	\$335,400	93%
Total Project Fee	\$361,460	100%

Approved Reimbursable Expenses*:

- Printing costs associated with preparation of Agency Submittals, Bid Packages, Presentation Materials in support of Project Manager’s Board and Committee Reports.
- Travel costs associated with delivery of Agency Submittals, attendance to meetings & presentations as requested by the District.

Approved Charges*:

- Agency plan check fees, utility fees, permit fees, and other fees or costs associated with carrying out required approvals and permitting processes, if paid on behalf of the District.
- Expenses incurred on behalf of the District as directed in writing.

*Note: Reimbursable Expenses and Charges not explicitly listed above must be approved in writing by the Project Manager prior to invoicing for reimbursement.

Approved Hourly Rates for Additional Services:**

- \$195/hr – Principal
- \$165/hr – CM-Project Director
- \$100/hr - Superintendent
- \$90/hr – Project Engineer
- \$55/hr – Administrative Assistant
- \$130/hr – Estimator
- \$140/hr - Scheduler

**Note: Hourly rates only apply to additional services requested by, or approved by the District. Additional services must be approved in writing by the Project Manager prior to proceeding with work, or invoice for services.



EUR Consulting & Development, Inc.

Program/Project/Construction Management

- California
- Colombia
- Chile

February 12th, 2015

VIA EMAIL

Dr. Cesar Morales
Superintendent
Oxnard School District
1051 South A Street
Oxnard CA 93030

Subject: Cost Proposal for Construction Management-Multi Prime Services

Reference: Oxnard School District –Driffill New Kinder Construction

Dear Superintendent Morales:

EUR Consulting & Development, Inc. (EUR) prides itself on its extraordinary depth of experience and abilities, unique to and far broader than most Construction Management (CM) Firms in the Industry. These strengths ultimately contribute to time, cost, and project and program value for the client. We feel it invaluable to have, within a single source, a CM team with the level of direct design, design peer review, project management (including senior level administration of major programs), proven change order and cost control success, actual direct construction responsibilities, team building and leadership skills, and, possibly most important for the Oxnard School District (District), years of Educational Market (K-12 and Higher Education) service and support experience. But experience and ability are not enough to assure you success for any such project or program management endeavor. Client commitment and service must also be a value that a consulting agent should demonstrate. EUR's core values and keys to great success are *"Integrity, Competence, Respect, Leadership, and Commitment"*. These values are reflected throughout our extraordinary level of service support to our clients.

The following pages summarize our understanding of how to successfully complete the Driffill Kindergarten project:

Understanding of Assignment:

Background:

The Oxnard School District received bids from Contractors last year which exceeded the available construction budget for the project, prompting the District's Board of Trustee's to reject all bids. EUR subsequently recommended performing value engineering / scope reduction measures with the goal of bringing the project within budget. As a result of these efforts, twenty

three (23) potential reduction items were developed with a total estimated savings of over \$486,000.

Methodology:

EUR and the project's architect, Flewelling & Moody (F&M), worked together to identify options that would help align the project's scope with the available budget. The targeted construction budget was in the order of \$1.5M based on the information obtained from the District's original budget allocation.

In order to develop these options, EUR first performed an independent cost estimate for the full project scope. Once completed, the estimate was calibrated with the low bid received from GRD Construction last year. EUR then met with F&M to identify areas of the project that can be modified to reduce cost. Once identified, the options were sent to the independent estimator to price out the expected savings based on the calibrated cost estimate.

On February 2nd a meeting was held in the Superintendent's office to review the recommended options developed by EUR and F&M. Based on this meeting, 22 of the 23 scope reduction items were accepted and are currently being incorporated in the contract documents by F&M and should be completed by the end of February.

Why CM-Multi-Prime Delivery Method?

A CM Multi-Prime construction project allows the project's owner to benefit from project leadership that is focused on ensuring quality throughout the entire design and construction process. The goal of this construction delivery method is seamless integration of the steps and processes that must occur to complete a project on time and within budget.

In this type of delivery method, the CM firm works closely with the architecture firm throughout the design (or re-design) of the project, prepares construction cost estimates and schedules, and, acting as the owner's advisor, actively assists the owner in soliciting bids from contractors. As this is a Public Contract (PC) project, contractors are chosen based on PC requirements and the CM would assist the owner throughout the solicitation phase.

For example, in the Driffill Kindergarten project's case the bids received exceeded the available budget, causing them to be rejected by the Board and ultimately delaying the project by requiring EUR and F&M to perform a budget analysis and develop scope modification/reduction options in order to bring the project within budget to allow for rebidding. In a Multi-Prime construction delivery approach, the CM would have worked closely with the architect during the design phase, checking the estimated construction costs versus the project budget and developing a Guarantee Maximum Price (GMP), thus minimizing the risk of costly delays associated with having to rebid the project multiple times.



Rather than a single General Contractor (GC), the CM Multi-Prime project generally employs 10 to 15 prime contractors who are ordinarily subcontractors (e.g., concrete, structural steel, masonry, drywall, painting, etc.). The CM firm provides a construction management team to coordinate the work of the prime contractors, while the project architect continues to provide architectural services, including construction-phase observation. The construction contractors remain under contract to the owner, and the CM works as the owner's advisor and contract administrator. The client benefits from daily on-site representation and single-point accountability, and the architect benefits from a higher-quality project completed on time and on budget.

The strongest selling point for the CM Multi-Prime service is that it can save the client money. Many firms have documented that clients save from 7 to 15 percent of project construction cost by eliminating a general contractor's overhead and profit and a portion of a general contractor's overhead and profit serves as a project management fee, as well as eliminating the traditional CM fee associated with traditional Design-Bid-Construct approach. Further, it eliminates the adversarial relationship between owners and "low-bid" contractors trying to make-up profit margins by setting up artificial claims.

Scope of Services

The scope of services is based on the "Basic Services Section" of the "Construction Management Services Agreement between EUR Consulting & Development, Inc. and Oxnard School District for the Driffill Kindergarten Project".

Compensation

EUR proposes to perform this work for the Lump Sum fee of \$361,460.00. The fee is based on a detailed staffing plan identifying hours and hourly rates per positions needed to execute the project. Positions include: Project Director, Construction Superintendent, Project Engineer, Project Controls/Estimator, Scheduler, and Administrative support. A detailed staffing/cost breakdown is provided in Exhibit "A" of this proposal.

Typical General Conditions costs such as trailer rental, project fencing, water/power, office equipment are excluded as part of this proposal. However, if directed by the District, EUR can provide a separate cost proposal for District's review and approval.

Should the scope-of-work or project schedule change, EUR will provide an additional services request to the District and will proceed once agreed upon, in writing, by both parties.



Project Schedule

EUR estimates the project schedule will consist of the following phases:

- Pre-Construction Phase: 1-Month
- Construction Phase: 8-Months
- Close-Out Phase: 2-Months

Personnel

To meet the District's CM Multi-Prime contract requirements, EUR proposes to provide a team under the direction of Thomas P. Brown, PE, CEM, as Project Director. Eloy U. Retamal, S.E., will remain as the Principal In-Charge for this assignment providing corporate support to the on-site team.

Reimbursable Costs

EUR recommends a \$15,000.00 allowance for eligible reimbursable costs for this project.

Commencement of Work

The services will continue seamlessly to insure continuity and avoid any impacts to the current project needs, commencing immediately upon acceptance of this CM Services proposal.

We will make ourselves available to you upon request to discuss this matter and possible management options to assist the District in achieving an optimal outcome on this project.

Very Truly Yours,



Eloy U. Retamal, S.E.
President

EUR Consulting & Development, Inc.

Cc: Jorge Gutierrez-Director of Facilities, Planning, Engineering & Operations Oxnard School District
Tom Brown-EUR
Project File



Oxnard School District
Driffill Kindergarten Project
Cost Proposal for CM-Multi Prime Services

Exhibit "A"



EUR Consulting & Development, Inc.



PM/CM STAFFING PLAN

Preliminary Schedule	PRECONSTRUCTION													TOTAL
	CONSTRUCTION													TOTAL
	CLOSE-OUT													TOTAL
	1	2	3	4	5	6	7	8	9	10	11	12	13	TOTAL
Feb-15	Mar-15	Apr-15	May-15	Jun-15	Jul-15	Aug-15	Sep-15	Oct-15	Nov-15	Dec-15	Jan-16	Feb-16		

PRECONSTRUCTION

Principal	8	8	4											20
CM-Projector Director	20	20	8											48
Superintendent	0	0	20											20
Administrative Assistant	0	0	0											0
Project Engineer	40	40	20											100
Estimator	4	4	4											12
Scheduler	4	4	4											12

CONSTRUCTION

Principal			2	2	2	2	2	2	2	2	2			18
CM-Projector Director			4	16	32	32	32	32	32	16	8			204
Superintendent			80	160	160	160	160	160	80	80	80			1120
Project Engineer			64	128	128	128	128	80	80	80	40			856
Administrative Assistant			80	160	160	160	160	80	80	80	80			1120
Estimator			4	8	8	8	8	8	8	8	8			68
Scheduler			4	8	8	8	8	8	8	8	8			68

CLOSE-OUT

Principal											0	0	0	0
CM-Projector Director											2	2	2	6
Superintendent											4	8	4	16
Project Engineer											40	128	128	296

Hours	76	76	298	482	498	498	498	450	290	274	272	138	134	3984
Man Days	10	10	37	60	62	62	62	56	36	34	34	17	17	497

RATES	
Principal	195
CM-Projector Director	165
Superintendent	100
Project Engineer	90
Administrative Assistant	55
Estimator	130
Scheduler	140

Projected Monthly Fees:														
Principal	1560	1560	1170	390	390	390	390	390	390	390	390	0	0	7410
CM Project Director	3300	3300	1980	2640	5280	5280	5280	5280	5280	2640	1650	330	330	42570
Superintendent	0	0	8000	16000	16000	16000	16000	16000	8000	8000	8000	0	0	112000
Project Engineer	3600	3600	7560	11520	11520	11520	11520	7200	7200	7200	7200	11520	11520	112680
Administrative Assistant	0	0	4400	8800	8800	8800	8800	4400	4400	4400	4400	0	0	61600
Estimator	520	520	1040	1040	1040	1040	1040	1040	1040	1040	1040	0	0	10400
Scheduler	560	560	1120	1120	1120	1120	1120	1120	1120	1120	1120	0	0	11200
Total Projected Monthly Fees	9540	9540	25270	41510	44150	44150	44150	39830	27430	24790	23800	11850	11850	357860
Cumulative Fees	9540	19080	44350	85860	130010	174160	218310	258140	285570	310360	334160	346010	357860	

Estimated Fee Per Phase	Months	Average Monthly Fee Per Phase	
Preconstruction	\$ 26,060	2.5	\$ 10,424
Construction	\$ 306,170	8	\$ 38,271
Close-Out	\$ 29,230	2	\$ 14,615
TOTAL FEES	\$ 361,460	12.5	28,917

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Morales/CFW

Date of Meeting: 3/18/15

- STUDY SESSION _____
- CLOSED SESSION _____
- SECTION B: HEARINGS _____
- SECTION C: CONSENT AGENDA _____
- SECTION D: ACTION X
- SECTION E: REPORTS/DISCUSSION _____
- SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

APPROVAL OF AMENDMENT #5 TO AGREEMENT #07-100 WITH CALDWELL FLORES WINTERS, INC. (MORALES/CFW)

BACKGROUND AND ANALYSIS

One July 11, 2007, the Oxnard School District (District) entered into an agreement (Agreement #07-100) with Caldwell Flores Winters, Inc. (CFW) to provide financial consulting and advisory services in connection with the issuance of General Obligation Bonds and other financial transactions (TRANS, COPs and other related financial transactions)(“Contract”). The District utilizes these financing instruments to fund its capital facilities improvements and other short and long-term commitments.

The original Contract had a term of five (5) years with an option to extend the term of the Agreement by a term mutually agreed upon by both parties. On June 27, 2012, the Board approved an extension to the term of the Contract for a period of three (3) years (Amendment #4 to Agreement #07-100). The current term of the Agreement expires on July 1, 2015.

Since 2007, CFW has assisted the District in the following accomplishments:

- The establishment of Measure “R”, the District’s \$90,000,000.00 general obligation bond program approved by voters in November 2012;
- The successful structuring and sale of \$59.6 million, to date, in Measure “R” bonds in support of the District’s Facilities Implementation Program including the construction of 21st century classrooms at 8 campuses, design of the new Elm and Lemonwood campuses, as well as the design and construction of the new Harrington Elementary campus;
- The securing of historic low interest rates for the tax payers for the first three series of Measure “R” bonds (an average borrowing rate of 3.78%);
- The successful refinancing of \$42.1 million in outstanding bonds resulting in approximately \$3.5 million in taxpayer savings over the remaining life of those bonds

Based on the excellent financial advisory services provided by CFW, the fact that the fees charged by CFW have not changed in over eight (8) years, and the successful accomplishments of the capital facilities program funded by the bond program, the District desires to extend CFW’s contract for a second time, to be effective March 18, 2015 through February 15, 2020. All other terms of the Contract, including the prior four (4) amendments to that Contract would remain unchanged.

FISCAL IMPACT:

CFW’s fee for financial consulting and advisory services is contingent on sale of bonds, certificates, notes and other securities and payable from the proceeds generated from such transactions or the District’s construction fund. As a result, the extension of the Contract does not impact the District’s General Fund.

RECOMMENDATION:

It is the recommendation of the Superintendent that the Board accepts and adopts Amendment #5 to Agreement #07-100 between the Oxnard School District and Caldwell Flores Winters, Inc.

ADDITIONAL MATERIAL

- Attached:
- Amendment #5 to Agreement #07-100 (1 page)
 - Amendment #4 to Agreement #07-100 (4 pages)
 - Amendment #3 to Agreement #07-100 (3 pages)
 - Amendment #2 to Agreement #07-100 (1 page)
 - Amendment #1 to Agreement #07-100 (2 pages)
 - Agreement #07-100 (6 pages)

AMENDMENT #5 TO AGREEMENT #07-100

The parties enter into this Amendment #5 to Agreement #07-100 Contract for Services by and between the Oxnard School District (hereinafter, the "District") of Ventura County and Caldwell Flores Winters, Inc (collectively, the "Parties"). This Amendment #5 shall be referred to hereinafter as the "Amendment"; the original contract between the parties entered into on July 11, 2007, shall be referred to hereinafter as "Contract". This Amendment is entered into, to be effective on the 18th day of March, 2015, the date of approval by the Board of Trustees of the District.

The Contract has been amended for a variety of reasons on four separate occasions to add additional services and, in one instance, to extend the term by an additional period of time. The parties value the contractual relationship and desire to further extend the term for an additional five (5) year period. Therefore, the Parties agree to modify Article IV of the Contract as amended by paragraph 2 of Amendment No. 4 as follows:

The provisions of the Paragraph IV of the Original Agreement entitled "TERM", later amended by Amendment #4, shall be replaced in its entirety with the following provisions:

The term of this Amended Agreement shall commence on the date set forth above and shall continue in effect for a period of five (5) years from that date. Upon agreement between the Parties, the term may be further extended for a period of additional five (5) year terms.

All other provisions, terms and conditions of the Contract, including the amendments thereto (Amendments 1 through 4) remain unchanged and in full force and effect.

In WITNESS WHEREOF, the parties have caused this Amended Agreement to be executed upon this 18th day of March 2015.

CALDWELL FLORES WINTERS, INC.

OXNARD SCHOOL DISTRICT

Ernesto R. Flores, President
Caldwell Flores Winters, Inc.

Dr. Cesar Morales, Superintendent
Oxnard School District

AMENDMENT #4 TO AGREEMENT #07-100

This amended contract for services (the “Amended Agreement” or the “Agreement”) is entered into on July 1, 2012, by and between Caldwell Flores Winters, Inc. (“CFW”), and the Oxnard School District of Ventura County (the “District,” and together with CFW, the “Parties”), amends and supplements the contract for services (the “Original Agreement”), entered into on the 11th day of July 2007, by and between CFW and the District.

1. The first Paragraph of Exhibit A referred to in paragraph I of the Original Agreement entitled “CONSULTANT SERVICES” is amended as follows:

Caldwell Flores Winters, Inc. (“CFW”) agrees to provide the following scope of work for the Oxnard School District (“District”). CFW agrees to act as the District’s consultant and financial advisor and the District agrees to appoint CFW as its financial advisor on all bond offerings to be offered by the District, including but not limited to, bonds to issued under the 2012 Authorization (as defined below), if any.

2. The provisions of the Paragraph IV of the Original Agreement entitled “TERM” are hereby deleted in their entirety and replaced with the following provisions:

The term of this Amended Agreement shall commence on the date set forth above and shall continue in effect for three (3) years from that date. Upon agreement between the Parties, the Agreement may be extended for additional three (3) year terms.

Pursuant to Amendment #3 to the Original Agreement, the Parties agreed that CFW would provide consultant services to establish a general obligation bond program to be considered by the voters in the District on November 6, 2012. Provided the voters authorize general obligation bonds in the November 2012 election (the “2012 Authorization”), then notwithstanding the year-to-year term extensions set forth above, the term of this Agreement as it relates to bonds issued under the 2012 Authorization, shall extend to the date of issuance of the final series of bonds under the 2012 Authorization.

3. The provisions of the Paragraph VI of the Original Agreement entitled “TERMINATION” are hereby deleted in their entirety and replaced with the following provisions:

The District may terminate this Agreement for any reason or for no reason, on the date that is thirty (30) calendar days from the date written notice is given to CFW, or on any specified date thereafter (each, a “Termination Date”).

If termination is without cause, the District will pay CFW for any and all services completed up to and including the Termination Date; provided that if termination occurs prior to full completion of any task or service, the compensation for such task or service

will be based on the percent of completion, as agreed to by the Parties. The District will not be liable for any costs, expenses or compensation in excess of such amounts.

The District may also terminate for cause by setting the Termination Date to be twenty-one (21) days from the date of written notice describing the reason(s) for termination and specifying that if, within said period, CFW cures the condition or violation or make satisfactory arrangements for the correction thereof with the District, the notice will be rescinded. Cause shall include: (a) CFW's failure or refusal to reasonably perform the provisions of the scope of work; or (b) any act by CFW exposing the District to liability to others.

4. Portions of Paragraph VII of the Original Agreement entitled "NOTICES" are hereby revised as follows:

Oxnard School District
ATTN: Jeff Chancer, Superintendent
1051 South "A" Street
Oxnard, CA 93030

All notices, demands, requests or approvals from District to CFW shall be addressed to CFW at:

Caldwell Flores Winters, Inc.
ATTN: Ernesto R. Flores, President
6425 Christie Avenue, Suite 270
Emeryville, CA 94608

IN WITNESS WHEREOF, the parties have caused this Amended Agreement to be executed upon this 1st day of July 2012.

CALDWELL FLORES WINTERS, INC.

OXNARD SCHOOL DISTRICT

Ernesto R. Flores, President
Caldwell Flores Winters, Inc.

Jeff Chancer, Superintendent
Oxnard School District

**EXHIBIT A
SCOPE OF WORK**

Caldwell Flores Winters, Inc. (“CFW”) agrees to provide the following scope of work for the Oxnard School District (“District”). CFW agrees to act as the District’s consultant and financial advisor and the District agrees to appoint CFW as its financial advisor on all bond offerings to be offered by the District, including but not limited to, bonds to issued under the 2012 Authorization, if any.

I. Financial Advisory Services to Issue Bonds

For all bond financing transactions, Caldwell Flores Winters, Inc., will provide financial advisory services and:

1. Research and analyze the current market for bonds in order to provide recommendations on the structure of the issue, credit enhancement, necessity of bond ratings, maturity schedule, method of sale, timing of sale and documentation requirements.
2. Assist District in selection of essential consultants and team members, including paying agent, underwriters, bond counsel, etc.
3. Define the proposed financing structure, including sizing, amortization schedule, phasing of debt repayment, and necessary call provisions.
4. Prepare rating agency and insurer presentations.
5. Negotiate with bond rating, bond insurance or letter of credit providers.
6. Coordinate document review sessions of legal and necessary disclosure documents, including reimbursement agreements to the District.
7. Conduct pricing and negotiate sale of bonds to underwriter, including underwriter fee and interest rate to be charged on bonds via a negotiated or competitive bid process.
8. Prepare pre and post pricing books to evaluate pricing bids by underwriters.
9. Coordinate closing of financing, including completion of debt

issuance, transfer of proceeds and preparation of draw schedule.

10. Coordinate post sale services such as the preparation of debt service schedules and the documentation of procedures required to implement the program.
11. Manage the overall Finance Team, including the assignment of timelines, responsibilities and estimated costs.
12. Assist the staff as needed in the implementation of the proposed bond program.

AMENDMENT # 3 TO CONTRACT FOR SERVICES

This amendment to the contract for services between Caldwell Flores Winters, Inc. ("CFW"), and the Oxnard School District ("District") of Ventura County is entered into on this ____ day of March, 2012. This agreement amends Section XII.Fee and Exhibit A Scope of Work of the contract entered into by the above mentioned parties on July 11, 2007. All other provisions remain the same.

SECTION XII. FEE

This section is amended to add the following fee for provision of additional services:

E. Services to Establish a General Obligation Bond Program

Pursuant to Exhibit A Section IV, CFW agrees to provide consultant services to establish a bond program. The fee for these services is a flat fee of \$45,000 and is completely contingent upon the passage of a general obligation bond by District. If District fails to call an election and/or if said election fails to be approved by local voters, the District is not obligated to compensate CFW for any personnel or expenses incurred to date for services to establish a general obligation bond program pursuant to this section.

F. Services to Conduct a Voter Opinion Survey

Pursuant to Exhibit A Section V, CFW agrees to provide a voter opinion survey. CFW shall be compensated a flat fee of \$22,500, payable upon presentation of survey results to the Board.

EXHIBIT A SCOPE OF WORK

This section is amended to include the following scope of work for additional services:

IV. SERVICES TO ESTABLISH A GENERAL OBLIGATION BOND PROGRAM

In order to establish a general bond program for District consideration, CFW shall provide the following consultant services and:

1. Analyze the assessed valuation profile of the District, including existing tax rates and average assessed values, and conduct analysis of District's statutory bonding capacity and bond proceeds that may be generated immediately and over time
2. Recommend an optimal tax, tax rate, and method to assess the tax over the life of the proposed financing program
3. Establish the maximum level of bonded authorization to be undertaken and a proposed schedule for the issuance of bonds
4. Assist District in determining the feasibility of calling an election to authorize a general obligation bond program, including feedback from

stakeholders, responses from individual and group meetings and presentations

5. Establish and manage a timeline in coordination with District and County by which to call election, certify election results, and issue bonds
6. Assist team members in establishing a bond program, including bond counsel in the preparation of necessary resolutions calling election, establishing required ballot language, project list, oversight committee, tax rate statement and ballot arguments and rebuttals, if needed
7. Work with the District and County to prepare any required tax rate statement; including the maximum amount of bonds authorized to be issued, the projected tax rates over the estimated life of the bond program and the estimated timing of bonds to be sold
8. Work with the District's planning consultants to:
 - a. Identify available sources of funds to fund proposed improvements including General Obligation bond proceeds, developer fees, and State Aid
 - b. Assist in the review of cost estimates and projected escalation over the life of the proposed program
 - c. Establish a cash flow projection of available sources and proposed uses of funds to meet the proposed improvement schedule
 - d. Provide a phasing plan of proposed improvements and available funds
 - e. Establish a capital and financing program for consideration by the District
9. Conduct public information program to inform public of proposed program and attend necessary meetings as requested by the District to explain the proposed program to staff, the community, and the Board

V. SERVICES TO CONDUCT A VOTER OPION SURVEY

CFW agrees to provide a voter opinion survey for the District. The voter opinon survey will specifically test the public's attitude toward education in the District, a potential project list, and tax tolerance levels of voters for proposed project improvements. The survey will also benchmark voter attitudes toward a voter-approved measure as well as themes that may appeal to voters. CFW agrees to provide the following services:

1. CFW agrees to design a voter opinion survey of likely voters in conjunction with District staff. The survey will take into consideration proposed projects by the planning consultant, alternate levels of funding, and voter attitudes towards education in the District

2. A statistically accurate sample of approximately 350-450 registered voters living within the District will be undertaken. A survey of this type has a margin of error of approximately 5% percent at the 95% confidence level
3. The demographic characteristics of the population interviewed will reflect the population of target voters in the District. This sample will represent target voters in the District across various demographic variables including age, gender, and political party affiliation
4. Trained professionals will interview the sample group through telephone interviews. The average interview typically lasts about 10-15 minutes
5. Provide presentation of survey results to the Board. CFW agrees to provide survey results and recommendations regarding the proposed capital program

APPROVAL

In executing this contract, persons signing on behalf of CFW or District represent that each has the authority to do so.

This amendment is hereby agreed upon this _____ day of March, 2012.

AGREED:



Ernesto R. Flores, President
Caldwell Flores Winters, Inc.

Jeff Chancer, Superintendent
Oxnard School District

AMENDMENT #2 TO AGREEMENT #07-100

This amendment to the contract for services between Caldwell Flores Winters, Inc. ("CFW"), and the Oxnard School District ("District") of Ventura County is entered into on this 19th day of August, 2009. This agreement amends Exhibit A, Scope of Work of the contract entered into by the above mentioned parties on July 11, 2007. All other provisions remain the same. Amendment #1 to this agreement was approved by the Board on July 15, 2009.

AMENDMENT TO EXHIBIT A, SCOPE OF WORK

This section is amended to include the following scope of work for additional services:

V. Qualified School Construction Bonds

Caldwell Flores Winters, Inc. agrees to provide Financial Advisory Services for Qualified School Construction Bonds pursuant to Exhibit A, Section I, and:

1. Assist the District in evaluating financing options.
2. Prepare necessary applications for funding consideration.

APPROVAL

In executing this contract, persons signing on behalf of CFW or District represent that each has the authority to do so.

This amendment is hereby agreed upon this 19th day of August, 2009.

AGREED:



Ernesto R. Flores, President
Caldwell Flores Winters, Inc.



Anthony Monreal, Ed.D., Superintendent
Oxnard School District

AMENDMENT #1 TO AGREEMENT #07-100

This amendment to the contract for services between Caldwell Flores Winters, Inc. ("CFW"), and the Oxnard School District ("District") of Ventura County is entered into on this 15th day of July, 2009. This agreement amends Section XII, Fee and Exhibit A, Scope of Work of the contract entered into by the above mentioned parties on July 11, 2007. All other provisions remain the same.

AMENDMENT TO SECTION XII. FEE

This section is amended to add the following fee for provision of additional services:

D. Parcel Tax Consultant Services:

Pursuant to Exhibit A, Section III and IV, CFW agrees to provide consultant services to establish a parcel tax program and prepare the annual tax roll to be submitted to the County. The fee for services outlined in Exhibit A, Section III, is a one time flat fee of \$25,000 and is completely contingent upon the passage and initiation of a parcel tax measure by the District. The fee for services outlined in Exhibit A, Section IV, is an annual fee of \$20,000 and is completely contingent upon the passage and initiation of a parcel tax measure by the District. If District does not call an election and/or if said election fails to be approved by local voters, the District shall not be obligated to compensate CFW for any personnel or expenses incurred for the provision of the services outlined in Exhibit A, Section III and IV.

AMENDMENT TO EXHIBIT A, SCOPE OF WORK

This section is amended to include the following scope of work for additional services:

III. Services to Establish a Parcel Tax Program

Caldwell Flores Winters, Inc. agrees to assist the District in the review and establishment of a parcel tax program by providing the following services:

1. Identify all taxable parcels within the District's boundaries.
2. Identify District goals and objectives for proposed parcel tax program.
3. Perform analyses of alternate revenue and taxing scenarios including various parcel tax exemptions (i.e. senior citizen, geographical, etc.), as needed.
4. Meet with staff to review program parameters, make necessary changes and establish program feasibility.
5. Assist District and legal counsel in the review and approval of all necessary resolutions to call the election.

6. Attend necessary Board meetings to present program information and receive comment, direction and approval.

IV. Services to Annually Administer a Parcel Tax Program

Caldwell Flores Winters, Inc. agrees to assist the District in the preparation of the annual parcel tax assessment roll by providing the following services:

1. Purchase APN database from County on an annual basis; establish database of District parcels.
2. Coordinate the formation of an account in the County to collect the tax.
3. Complete the documentation required by County.
4. Prepare an annual database of parcels, related data fields and corresponding tax levies per the county submission requirements, and submit same to County.
5. Request County to test the data; make changes as required.
6. Prepare all required transmittals, and submit final roll to County.
7. Prepare correction form pursuant to exceptions report, as required.
8. Track delinquencies and report same to District.
9. Respond to District inquiries as needed.

The parties agree that the District shall have no obligation to pay CFW for services under this Exhibit A, Section III and IV of until (1) the voters approve the parcel tax and (2) the District adopts a resolution to implement the parcel tax.

APPROVAL

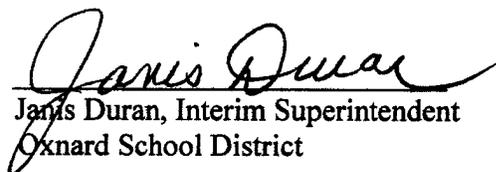
In executing this contract, persons signing on behalf of CFW or District represent that each has the authority to do so.

This amendment is hereby agreed upon this 15th day of July, 2009.

AGREED:



Ernesto R. Flores, President
Caldwell Flores Winters, Inc.



Janis Duran, Interim Superintendent
Oxnard School District

CONTRACT FOR SERVICES

This contract is entered into this 11th day of July 2007, and is made by and between Caldwell Flores Winters, Inc. ("CFW"), and the Oxnard School District ("District") of Ventura County.

I. CONSULTANT SERVICES

Caldwell Flores Winters, Inc. agrees to provide the District with consultant services on an as needed basis as specified in Exhibit A, which by this reference is included and made a part of this contract.

II. DISTRICT COOPERATION

The District will cooperate with CFW by furnishing all necessary District records and an opportunity to consult with District personnel as necessary to perform required work.

A. Information

District agrees to provide all necessary information relative to the proposed scope of work on a timely, diligent and accurate basis, to the best extent possible.

B. Additional Professional Services

District agrees to provide or authorize additional professional services (e.g., legal counsel, paying agent, etc.) as necessary to carry out the scope of work, if needed.

III. CONFIDENTIALITY OF INFORMATION

It is mutually agreed that CFW shall regard all information received during the performance of services pursuant to this Contract as confidential and shall not disclose such information to any other person without prior consent of the District.

IV. TERM

The term of this agreement shall commence upon the execution date of this agreement and shall terminate on July 1, 2012, unless extended by mutual agreement of both parties.

V. INTEGRATED CONTRACT

This agreement in its entirety represents a full and complete understanding of every kind or nature whatsoever between the parties hereto and all preliminary negotiations and agreements of whatsoever kind or implied covenants shall not be held to vary the provisions hereof.

VI. TERMINATION

In the event CFW fails or refuses to reasonably perform the provisions of the scope of work, CFW shall be deemed in default in the performance of this agreement. Notice shall be given to CFW by District, as provided in this agreement, specifying the nature of such default and the steps necessary to cure such default. CFW shall have twenty-one (21) calendar days, upon receipt of said notice of default, to cure such default.

VII. NOTICES

All notices, demands requests or approvals to be given under this agreement shall be given in writing and conclusively shall be deemed served when delivered personally or on the fifth business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as provided below. All notices, demands, requests or approvals from CFW to District shall be addressed to District at:

Oxnard School District
ATTN: Dr. Rick Miller, Superintendent
1051 South "A" Street
Oxnard, CA 93030

All notices, demands, requests or approvals from District to CFW shall be addressed to CFW at:

Caldwell Flores Winters, Inc.
ATTN: Ernesto R. Flores, President
2200 Powell Street, Suite 1205
Emeryville, CA 94608

VIII. CONSULTANT NOT AN EMPLOYEE OF THE DISTRICT

CFW shall have no authority to contract on behalf of the District. It is expressly understood and agreed by both parties that CFW, while engaged in carrying out and complying with any terms and conditions of this contract, is an independent contractor and not an officer, agent or employee of aforesaid District.

IX. PREVAILING LAW

This agreement shall be interpreted and shall be governed by California law.

X. ASSIGNMENT

CFW reserves the right to assign this contract in whole or in part to any successor or assignee with the approval of the District. Such approval shall not be unreasonably withheld by District.

XI. ATTORNEY'S FEES

In the event that any action or proceeding, including any arbitration, is brought to enforce the provisions of this Contract for Services, the prevailing party shall be entitled to all costs of enforcement, including but not limited to, said party's actual attorney fees. As used herein, the term "actual attorney's fees" shall mean the fees actually charged for the services rendered by legal counsel to the prevailing party in connection with the enforcement of this Agreement, and shall not be limited to "reasonable attorney's fees" as determined by the court or any statute.

XII. FEE FOR FINANCIAL ADVISORY SERVICES TO ISSUE BONDS:

A. Financial Advisory Services to Issue Bonds:

CFW agrees to provide financial advisory services to issue bonds pursuant to Exhibit A, Section I. CFW shall be compensated a flat fee of \$85,000 for each bond sale. Payment for financial advisory services and expenses shall be payable at the time of each bond sale solely from bond proceeds.

B. Expenses

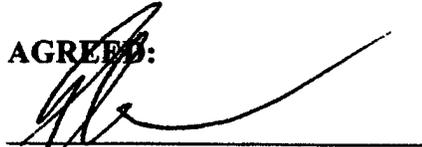
All out of pocket expenses incurred by CFW on behalf of the completion of the approved scope of work related to Section A above shall be reimbursed at their direct cost plus ten percent (10%) by the District. The payment of these expenses is completely contingent upon the approval and passage of a general obligation bond by District.

XIII. APPROVAL

In executing this contract, persons signing on behalf of CFW or District represent that each has the authority to do so.

This contract is hereby agreed upon this 11th day of July 2007.

AGREED:



Ernesto R. Flores, President
Caldwell Flores Winters, Inc.



Dr. Rick Miller, Superintendent
Oxnard School District

**EXHIBIT A
SCOPE OF WORK**

Caldwell Flores Winters, Inc. ("CFW") agrees to provide the following scope of work for the Oxnard School District ("District"). CFW agrees to act as the District's consultant and financial advisor and the District agrees to appoint CFW as its financial advisor on all bond offerings to be offered by the District.

I. Financial Advisory Services to Issue Bonds

For all bond financing transactions, Caldwell Flores Winters, Inc., will provide financial advisory services and:

1. Research and analyze the current market for bonds in order to provide recommendations on the structure of the issue, credit enhancement, necessity of bond ratings, maturity schedule, method of sale, timing of sale and documentation requirements.
2. Assist District in selection of essential consultants and team members, including paying agent, underwriters, bond counsel, etc.
3. Define the proposed financing structure, including sizing, amortization schedule, phasing of debt repayment, and necessary call provisions.
4. Prepare rating agency and insurer presentations.
5. Negotiate with bond rating, bond insurance or letter of credit providers.
6. Coordinate document review sessions of legal and necessary disclosure documents, including reimbursement agreements to the District.
7. Conduct pricing and negotiate sale of bonds to underwriter, including underwriter fee and interest rate to be charged on bonds via a negotiated or competitive bid process.
8. Prepare pre and post pricing books to evaluate pricing bids by underwriters.
9. Coordinate closing of financing, including completion of debt issuance, transfer of proceeds and preparation of draw schedule.
10. Coordinate post sale services such as the preparation of debt service schedules and the documentation of procedures required to implement the program.

11. **Manage the overall Finance Team, including the assignment of timelines, responsibilities and estimated costs.**
12. **Assist the staff as needed in the implementation of the proposed bond program.**

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Jesus Vaca

Date of Meeting: March 18, 2015

Closed Session: _____

- A. Preliminary _____
- B. Hearing: _____
- C. Consent Agenda _____
- D. Action Items X
- E. Reports/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

Approval of the Oxnard School District and the California School Employees Association Tentative Agreement for the 2014-15 and the 2015-16 Collective Bargaining Agreement (Vaca)

EXECUTIVE SUMMARY (description of item):

The Oxnard School District (District) and the California School Employees Association (CSEA) have reached a tentative agreement for the 2014-2015 and 2015-2016 contract years. The negotiating teams completed seven days of Interest Based Bargaining (IBB) regarding contract negotiations. The IBB process was facilitated by Bridgette and Joanne Bodine. Jonathan Koch, Director of Classified Human Resources, served as an advisor during negotiations. As a result of the meetings, a salary agreement for 2014-2015 is a total compensation increase of 3%, retroactive to July 1, 2014. For the 2015-2016 school year, the District and CSEA agreed on a total compensation increase of 5%, effective July 1, 2015. I wish to acknowledge and thank the following team members for their dedicated work to develop a comprehensive collective bargaining agreement via the IBB process:

CSEA Bargaining Team

Jabbar Wofford, CSEA President
Mark Gutierrez
Ilene Poland
John Avalos
Luz Chavez
Marco Jimenez
Rosaelia Ambriz
Yvonne Brown
Mark Love

OSD District Bargaining Team

Dr. Jesus Vaca, Chief Negotiator
Lisa Cline
Jorge Gutierrez
Sally Wennes
Dr. Edd Bond
Mary Truax

This year, all articles listed below were open:

- ✓ Article 1 Recognition
- ✓ Article 3 Organizational Rights
- ✓ Article 7 Evaluations
- ✓ Article 9 Pay Allowances
- ✓ Article 11 Professional Growth Awards Program
- ✓ Article 12 Employee Expenses and Materials

- ✓ Article 13 Health and Welfare Benefits
- ✓ Article 15 Vacation Plan
- ✓ Article 17 Transfers
- ✓ Article 21 Disciplinary Action
- ✓ Article 23 Contracting Out
- ✓ Article 29 Term of Agreement
- ✓ Article 30 Campus Assistants
- ✓ Work Calendars 2015-2016 and 2016-2017

FISCAL IMPACT:

The fiscal impact of the tentative agreement for 2014-2015 and 2015-2016 Collective Bargaining Agreement between the Oxnard School District and the California School Employees Association is \$948,636.

RECOMMENDATION:

The Administration recommends that the Board of Trustees adopt the 2014-15 and 2015-2016 Collective Bargaining Agreement between the Oxnard School District and the California School Employees Association, as presented.

ADDITIONAL MATERIAL(S):

Classified Employee Performance Evaluation Report Form
Article 9 Pay Allowances
Article 21 Disciplinary Action
Article 30 Campus Assistants
2015-16 and 2016-17 District Work Calendars

DISTRICT GOAL(S):

- 1 - Improve Communication with Community and Staff
- 6 – Develop the Annual Budget to Support the Educational Goals of the District



APPENDIX C

OXNARD SCHOOL DISTRICT
1051 south "A" Street • Oxnard, California 93030 • (805)385-1501

CLASSIFIED EMPLOYEE PERFORMANCE EVALUATION REPORT FORM

PERIOD OF REPORT _____ TO _____ END OF PROBATION _____

Employee's Name _____ Position _____

Location _____ Date _____

Check one: 1st probationary 2nd Probationary Permanent Annual report Special report

PERFORMANCE EVALUATION will become part of the employee's personnel file, and will be considered in relation to continued employment, attainment of permanent classification status, transfer, promotion, and dismissal or other disciplinary action.
Choose one: E—Exceeds District Standards M—Meets District Standards N—Needs Improvement D—Does not meet District Standards

1. JOB KNOWLEDGE The employee possesses and maintains the required job skills.

Comments:

2. QUALITY OF WORK The employee's work is accurate, neat, well-organized and thorough.

Comments:

3. QUANTITY OF WORK, WORK HABITS & PRODUCTIVITY The employee works to potential, consistently completes schedules and maintains high productivity.

Comments:

4. ATTENDANCE AND PUNCTUALITY The employee is regular in attendance and is punctual.

Comments:

5. ATTITUDE The employee exhibits interest, is cooperative and a successful team worker, and accepts and adapts to change.

Comments:

6. INITIATIVE AND DEPENDABILITY The employee readily accepts responsibility and can be depended on to follow through on work assignments with minimum direction.

Comments:

7. SAFETY The employee uses and cares for equipment properly, adheres to District and governmental guidelines for safety procedures, and reports unsafe conditions. When applicable, the employee wears personal protection and uses proper equipment.

Comments:

8. WORK RELATIONSHIPS The employee is courteous and polite to staff, parents, students and visitors, is cooperative and assists others whenever possible.

Comments:

Additional Comments:

The Addendum to this form must be completed when this evaluation form has a rating of "Needs Improvement" or "Does Not Meet District Standards."

Unit member shall be reevaluated between 30 to 90 60 calendar work days following the evaluation to assess progress made to date towards goals.

I DO DO NOT RECOMMEND THAT THIS EMPLOYEE BE CONTINUED IN EMPLOYMENT. (Probationary employees only)

RATER AND/OR REVIEWER (If the rater is not the Administrator or Manager with classified employee jurisdiction, the Administrator or Manager must sign as a Reviewer.)

Supervisor's Signature *Position Title* *Date*

EMPLOYEE: I have seen this evaluation report, and it has been discussed with me. I understand my signature does not necessarily mean my complete agreement with all factors of the evaluation. (The Unit member may append comments to this evaluation by submitting them in writing within 30 calendar work days to Human Resources.)

Employee's Signature *Position Title* *Date*

DISTRIBUTION: Human Resources Employee Supervisor

APPENDIX C

Appendix C: Classified Employee Performance Evaluation Report

EVALUATION CATEGORY DEFINITIONS

1. **JOB KNOWLEDGE**
The employee possesses and maintains the required job skills.
2. **QUALITY OF WORK**
The employee's work is accurate, neat, well-organized and thorough.
3. **QUANTITY OF WORK, WORK HABITS, AND PRODUCTIVITY**
The employee works to potential, consistently completes schedules and maintains high productivity.
4. **ATTENDANCE AND PUNCTUALITY**
The employee is regular in attendance and is punctual.
5. **ATTITUDE**
The employee exhibits interest, is cooperative and a successful team worker, and accepts and adapts to change.
6. **INITIATIVE AND DEPENDABILITY**
The employee readily accepts responsibility and can be depended on to follow through on work assignments with minimum direction.
7. **SAFETY**
The employee uses and cares for equipment properly, adheres to District and governmental guidelines for safety procedures, and reports unsafe conditions. When applicable, the employee wears personal protection and uses proper equipment.
8. **WORK RELATIONSHIPS**
The employee is courteous and polite to staff, parents, students and visitors, is cooperative and assists others whenever possible.
9. **SUPERVISORY ABILITY**
Is fair and impartial; demonstrates effective leadership, decision making, training and instruction of subordinates; initiates planning; effectively assigns, praises, disciplines and evaluates personnel and satisfactorily completes work assigned.

Proficiency in training employees and in planning, organizing, laying out and getting out work, leadership; promptness of action, soundness of decision; application of good management principles.

EVALUATION RANKING DEFINITIONS

Exceeds District Standards

The employee's job performance during the evaluation period has exceeded expectations; the employee's performance exceeds that which is normally required, definitely exceptional.

Meets District Standards

The employee's job performance during the evaluation period has met expectations; the employee's performance meets that which is normally required.

Needs Improvement

The employee's job performance during the evaluation period needs improvement and has not met expectations; therefore, an improvement plan will be established.

Does Not Meet District Standards

The employee's job performance during the evaluation period has not met minimum expectations, or, where applicable, the goals set in an improvement plan were not met.

Article 9 Pay Allowances

9.1.2 For the ~~2014-15~~ school year, The District agrees to provide the same aggregate total cost percentage to CSEA members as it provides to any other employee groups. For the 2014-15 school year, the aggregate total increase will be 3% on schedule, on-going increase retro to July 1, 2014 for all members in a paid status as of the date of ratification. For the 2015-16 school year, the aggregate total increase will be 5% on schedule, on-going increase effective July 1, 2015.

ARTICLE 21: DISCIPLINARY ACTION

21.1 Exclusive Procedure: Discipline shall be imposed upon bargaining unit members only pursuant to this Article.

21.1.1 The unit member may request CSEA representation at any stage of the disciplinary process. If the unit member is represented or does not request representation, the District may require a unit member to provide his or her own account of the events giving rise to the meeting.

21.2 Disciplinary Procedure: As a general concept, the District utilizes progressive discipline consisting of:

- A. oral warning(s)
- B. written warning(s)
- C. ~~written~~ letter(s) of reprimand
- D. ~~unscheduled evaluations (when appropriate)~~ Suspension(s)
- E. Additional disciplinary action, as needed and outlined in 21.2.1
- F. ~~Suspension~~
- G. ~~Termination~~

The District maintains the right to skip steps of progressive discipline to address particularly objectionable conduct when necessary or appropriate.

21.2.1 Discipline shall be imposed on permanent members of the bargaining unit only for just cause as determined by law and/or Personnel Commission Rules and Regulations. Disciplinary action shall ~~may~~ include suspension, ~~dismissal~~ involuntary demotion, and ~~suspension~~ dismissal.

21.2.2 Except in those situations where an immediate action is justified or the work or conduct is a reoccurring nature, a unit member whose work or conduct is of such character as to incur discipline shall first be specifically warned in writing by the supervisor. Such ~~warning~~ letter of reprimand shall state the reasons for any disciplinary action and a copy of the ~~warning~~ letter of reprimand shall be sent to the CSEA president upon request of the unit member. The supervisor shall give a reasonable period of advanced warning to permit the unit member to correct the deficiency without incurring disciplinary action. A unit member who has received such a warning may attach a comment to the ~~written notice~~ letter of reprimand as provided for under Article 5, Unit member Rights.

21.2.3 The District shall not initiate any disciplinary action for any cause alleged to have arisen more than two years preceding the date that the District files the notice of disciplinary action.

21.2.4 Notice of disciplinary action (i.e. ~~dismissal~~ suspension, involuntary demotion or ~~suspension~~ dismissal) shall be made in writing and served in person or by registered or certified mail upon the unit member. The notice shall indicate: (1) the specific charges against the unit member which shall include times, dates, and location of chargeable actions or omissions when known; (2) the penalty proposed; and (3) a statement of the unit member's right to dispute the charges or the proposed penalty.

21.2.4.1 A copy of any notice of discipline shall be delivered to the ~~CSEA president~~ Association within twenty-four (24) hours after service on the unit member.

21.3 Emergency Suspension:

21.3.1 CSEA and the District recognize that emergency situations can occur involving the health and welfare of students and unit members. If the unit member's presence would lead to a clear and present danger to the lives, safety, or health of students, or fellow unit members, the District may immediately suspend. Suspension can be without pay where the unit member has been charged with an offense described in Education Code Section 45304.

21.4 Disciplinary Appeals: An appeal of a suspension, dismissal, or demotion taken under this Article may be made to the Personnel Commission pursuant to Personnel Commission Rules and Regulations sections 60.1000.3, or the unit member and/or CSEA may request that the Personnel Commission provide a hearing officer in incidences where it is reasonably believed that the person may not receive an impartial hearing.

21.5 ~~The unit member may request CSEA representation at any stage of the disciplinary process. If the unit member is represented or does not request representation, the District may require a unit member to provide his or her own account of the events giving rise to the meeting.~~

1 **ARTICLE 30: CAMPUS ASSISTANTS**

2 30.1 Specific Coverage Within This Agreement: The District and
3 the Association agree that only this specific article and the articles enumerated
4 herein shall be applicable to the Campus Assistants. Those articles or their
5 subsections which provide coverage are:

6 **ARTICLE 30.1: RECOGNITION**

7 30.1.1 The Board confirms its recognition of the California School
8 Employees Association and its Oxnard Chapter #272, hereinafter called
9 "Association," as the exclusive representative for that unit of employees
10 recognized by the Board per its Resolution dated May 12, 1976, and
11 modifications incorporated therein. The CSEA unit shall include all regularly
12 employed full-time and part-time classified employees in the classes as noted on
13 Classifications by Series attached hereto as Appendix A and incorporated herein
14 by reference as though fully set forth.

15 30.1.2 All newly created positions except those that are lawfully
16 certificated, management, confidential or supervisory shall be assigned to the
17 bargaining unit and the Association shall be notified.

18 30.1.3 The District shall notify CSEA of actions to establish
19 supervisory, management, and confidential positions. Disputes arising from
20 Board designation of supervisory, management, and confidential positions shall
21 be resolved by mutual agreement or through the procedures of the PERB for unit
22 disputes.

23 30.1.4 The Board confirms its recognition of the California School
24 Employees and its Oxnard Chapter #272 as the exclusive representative for that
25 group of employees known as Campus Assistants effective November 4, 2009.

26 30.1.4.1 Pursuant to Education Code Sections 45256, Campus
27 Assistants are not considered to be classified employees unless the unit member
28 in the position also works in a classified position under Article 30.1.1 above.

29 30.1.4.2 For purposes of this agreement, Campus Assistants'
30 rights are defined by this article and those provisions enumerated in Article 30,
31 exclusively.

1 **ARTICLE 30.2: CHECK-OFF AND ORGANIZATIONAL SECURITY**

2 30.2.1 Check-Off: CSEA shall have the sole and exclusive right to
3 have membership dues and service fees deducted for members of the bargaining
4 unit by the District. The District shall, upon appropriate written authorization from
5 any member of the bargaining unit, deduct and make appropriate remittance for
6 insurance premiums, credit union payments, savings bonds, charitable
7 donations, or other plans or programs jointly approved by CSEA and the District.
8 The District shall pay to the designated payee within fifteen (15) days of the
9 deductions all sums so deducted.

10 30.2.2 Dues Deductions:

11 30.2.2.1 The District shall deduct, in accordance with the CSEA dues
12 and service fee schedule attached hereto and marked Appendix B, dues from the
13 wages of all unit members who are members of CSEA on the date of the
14 execution of this Agreement, and from the wages of all members of the
15 bargaining unit who, after the date of execution of this Agreement, become
16 members of CSEA and submit to the District the dues authorization form.

17 30.2.2.2 The District shall immediately notify the CSEA chapter
18 president if any unit member revokes his/her dues authorization.

19 30.2.3 Service Fee:

20 30.2.3.1 CSEA and the District agree that each member of the
21 bargaining unit should contribute equally toward the cost of administration of this
22 Agreement by CSEA and for representation of members of the bargaining unit of
23 CSEA.

24 30.2.3.2 Members of the bargaining unit who are not members of
25 CSEA on the effective date of this Agreement and unit members who hereafter
26 come into the bargaining unit shall either, within thirty (30) days of the date of this
27 Agreement, or within thirty (30) days of their employment or rehire, or within thirty
28 (30) days of their return from an unpaid leave of absence, apply for membership
29 and execute an authorization for dues deduction on a form provided by CSEA, or
30 in the alternative, the District shall deduct from the salaries of unit members not
31 applying for membership a service fee as set forth in the CSEA Dues Service
32 Fee Schedule attached hereto as Appendix B and incorporated herein by
33 reference as though fully set forth.

34 30.2.3.3 However, nothing contained herein shall prohibit a unit
35 member from paying service fees directly to CSEA in accordance with CSEA
36 procedure.

37 30.2.3.4 In the event that a unit member revokes his/her dues or
38 service fee authorization or fails to make arrangements with CSEA for the direct

1 payment of service fees, the District shall deduct service fees until such time as
2 CSEA notifies the District that arrangements have been made for the payment of
3 such fees.

4 **30.2.4** Religious Objection:

5 30.2.4.1 Any unit member covered by this Agreement who is a
6 member of a religious body whose traditional tenets or teachings include
7 objections to joining or financially supporting employee organizations, shall not
8 be required to join, maintain membership in, or financially support any employee
9 organization as a condition of employment, except that once such unit member
10 has submitted evidence to CSEA which proves that he/she sincerely holds such
11 beliefs will be required in lieu of such service fees, to pay sums equal to such
12 service fees to a nonreligious, nonlabor organization charitable fund, exempt
13 from taxation under Section 501(c) (3) of the Internal Revenue Code, chosen by
14 the unit member from the following list of three (3):

- 15 (a) United Way;
- 16 (b) Salvation Army; or
- 17 (c) Ronald McDonald House Charities

18 30.2.4.2 Evidence that such a unit member belongs to a religious
19 body described herein shall, within thirty (30) days of the date of this Agreement,
20 or their employment, be presented to CSEA and the unit member shall execute a
21 written authorization for the payroll deduction in an amount equal to the service
22 fee payable to one of the three (3) organizations listed in Section 30.2.4.1 of this
23 Agreement. In the alternative, such unit member shall provide proof that
24 payments have been made on an annual basis as a condition of continued
25 exemption from the requirement of financial support to the exclusive
26 representative.

27 **30.2.5** Hold Harmless: CSEA shall indemnify and hold the District
28 harmless from any and all claims, demands, or suits, or any other action arising
29 from the organizational security provisions contained herein.

30 //
31 //
32 //

1 **ARTICLE 30.3: ORGANIZATIONAL RIGHTS**

2 30.3.1 **CSEA Rights:** CSEA shall have the following rights in
3 addition to the rights contained in any other portion of this Agreement:

4 30.3.1.1 The right to use, without charge, District-designated bulletin
5 boards, mailboxes, the use of the school mail delivery system and email system
6 for legal purposes. Materials placed on bulletin boards and into the District mail
7 system and email system shall bear the name of the Association and the name of
8 the Association official responsible for its preparation.

9 30.3.1.2 The right to review a unit member's personnel file and any
10 other records dealing with the unit member when accompanied by the member or
11 on presentation of a written authorization signed by the member.

12 30.3.1.3 Upon request, the CSEA chapter president shall be provided
13 a copy of any current non-confidential material within the Association's scope of
14 representation of members of the Oxnard CSEA bargaining unit including, but not
15 limited to, budget and financial documents which have been presented to the
16 Board of Trustees.

17 30.3.1.4 CSEA shall have the right of access to the unit members
18 during rest periods, lunch periods, and before and after the work shift, provided
19 that communication with unit members does not interfere with the work of others
20 or of the instructional program. CSEA representatives shall notify the site
21 administrator of his/her presence at the site prior to contacting bargaining unit
22 members.

23 30.3.1.5 Upon request, the District shall provide the CSEA chapter
24 president, CSEA negotiators, and every work site annually a current seniority list
25 of bargaining unit members.

26 30.3.1.6 The right to be supplied with a complete alphabetized roster
27 of all bargaining unit members, indicating each person's present classification,
28 number of assigned hours and job site. In addition, a monthly update to the
29 roster shall be provided to the chapter treasurer, including new hires, rehires,
30 transfers, any employees leaving or returning from an unpaid leave (which
31 necessitated membership/service fee drop), and changes in assigned hours.

32 30.3.1.7 The Association president or his/her designee(s) shall be
33 authorized to utilize paid Association leave;

34 30.3.1.7.1 A maximum per year of sixty (60) working days (480
35 hours);

36 30.3.1.7.2 Up to an additional five (5) working days (40 hours) shall be
37 granted provided the Association pays the unit member's rate for each day of
38 such leave.

1 30.3.1.7.3 Up to an additional ten (10) working days (80 hours) shall be
2 granted provided the Association pays the unit member's rate for each day of
3 such leave.

4 30.3.2 Release Time for Negotiations: CSEA shall have the right to
5 designate up to a maximum of seven (7) unit members (which includes one
6 representative from the Campus Assistants' group), who shall be given
7 reasonable release time to participate in negotiations.

8 30.3.3 Distribution of Contract: Within thirty (30) days after
9 ratification of this contract by the CSEA members and the Board of Trustees, the
10 District shall duplicate and provide, without charge, a copy of the Agreement and
11 any subsequent amendments to each bargaining unit member. Any person who
12 becomes a member of the bargaining unit after the execution of this Agreement
13 shall be provided with a copy of this Agreement and any subsequent
14 amendments, without charge. This information shall be provided either by a
15 paper copy, CD Rom, or by web access, at the member's request. The unit
16 member's choice shall remain on file at Human Resources and may be changed
17 at any time.

18 30.3.4 Chapter Meeting Time Off: When a regular or special
19 Association meeting is scheduled after 5:00 p.m., members whose normal
20 working hours fall during this period shall be allowed to leave their jobs, with prior
21 notification to the supervisor, to attend the meeting. They shall sign an
22 attendance roster which shall be available to the District for verification of
23 attendance. Upon completion of the meeting, the unit member is expected to
24 immediately return to active duty.

25 **30.3.5 NEW MEMBER ORIENTATION**

26 **30.3.5.1 Unit member attendance at the orientation**
27 **provided by Human Resources staff is mandatory.**

28
29 **30.3.5.2 Such orientation will occur once a month.**

30
31 **30.3.5.3 The CSEA Chapter President shall be notified at**
32 **least two days in advance of scheduled orientations so that**
33 **CSEA may present the particulars of CSEA representation and**
34 **membership preceding the presentation by the Human**
35 **Resources staff.**

36
37 **30.3.5.4 CSEA's presentation will not characterize or imply**
38 **that OSD endorses membership in CSEA.**

39
40 **30.3.5.5 The CSEA Chapter President or designee shall be**
41 **released for the purpose of presenting CSEA's orientation**
42 **portion.**

1 **ARTICLE 30.4: STEWARDS**

2 30.4.1 Purpose: CSEA shall have the right to designate stewards
3 from among the unit members for the purpose of assisting other unit members in
4 settling their problems at the lowest level of supervision.

5 30.4.2 Selection: CSEA shall designate one (1) unit member at
6 each work site to serve as a steward. In addition, one of the members of the
7 chapter executive board shall be designated as chief steward and who, at the
8 option of CSEA, may function as a steward.

9 30.4.3 Notification to the District: CSEA shall notify the District in
10 writing of the names of the stewards and chief steward selected no later than
11 thirty (30) days following the signing of this Agreement. If a subsequent change
12 is made in the appointment of a steward, the District shall be advised in writing of
13 such change.

14 30.4.4 Duties: The following shall constitute the duties and
15 responsibilities of the steward: (1) After notifying his/her supervisor, the steward
16 shall be permitted to leave his/her normal work area during reasonable times in
17 order to assist in the presentation of a grievance, disciplinary action, or other
18 representational issue. Whenever possible, investigation of a grievance,
19 disciplinary action, or other representational issue shall occur outside of the unit
20 member's normal working hours. However, should a situation be deemed as
21 requiring on-the-job investigation during working hours in order to achieve a fair
22 resolution of the problem, release time will be granted by a request from the
23 steward to the Superintendent or his/her designee. (2) Whenever a steward's
24 request to be released from his/her work assignment cannot be immediately
25 granted because his/her absence will adversely affect the level of service, or the
26 particular job the person has been assigned to complete, the job steward shall be
27 permitted to leave his/her normal work area as soon as possible. It is understood
28 and agreed that under this Article only one steward will be released during
29 his/her work assignment to complete the duties and responsibilities described
30 above.

31 //

32 //

33 //

1 **ARTICLE 30.5: EMPLOYEE RIGHTS**

2 30.5.1 Personnel Files: The personnel file of each unit member
3 shall be maintained at the District's central administration office. No adverse
4 action of any kind shall be taken against a unit member based upon materials
5 that are not in the personnel file.

6 30.5.1.1 The unit member shall have a reasonable amount of time to
7 review and inspect his/her personnel file, or any derogatory material to be placed
8 in his/her file, during normal business hours without loss of pay. Unit members
9 shall first call the personnel office to schedule an appointment. A unit member
10 shall have the right to obtain copies of any of the materials contained in his/her
11 personnel file with the exception of material that includes ratings, reports, or
12 records which were obtained prior to employment with the District.

13 30.5.1.2 Material of a derogatory nature shall not be entered or filed
14 unless and until the unit member has been given notice and an opportunity to
15 receive, review and comment thereon. The District administrator or supervisor
16 preparing derogatory material to be entered in a unit member's personnel file
17 shall first meet with the unit member to discuss the content of the material. The
18 unit member shall be given an opportunity to sign the material. His/her signature
19 shall indicate that he/she has had the opportunity to review the material. The unit
20 member's signature does not imply that he/she agrees with the material. Should
21 the unit member refuse to sign the material, the CSEA President shall be notified
22 in writing of the refusal to sign by the Administrator. Such notification shall be
23 written on the material. A unit member shall have the right to enter, and have
24 attached to any such derogatory material, his/her own comments thereon. If,
25 through the District's complaint procedure, it is determined that derogatory
26 material placed in a unit member's personnel file contains unsubstantiated
27 opinion, then the material will either be removed or rewritten to correct that
28 portion of the material that has no basis in fact.

29 30.5.1.3 All personnel files shall be kept in confidence and shall be
30 available for inspection by other District employees only when actually necessary
31 for the proper administration of the District's affairs or the supervision of the unit
32 member. The District shall maintain a log indicating the persons who have
33 examined a personnel file as well as the date(s) such examinations were made.
34 The log shall be maintained in the unit member's personnel file.

35 30.5.1.4 Any person who places written material or drafts written
36 materials for placement in a unit member's file shall sign the material and signify
37 the date on which such material was drafted. Any written materials placed in a
38 personnel file shall indicate the date of such placement.

1 30.5.1.5 The District recognizes that consideration of derogatory
2 material (part of a unit member's personnel file) in connection with employment
3 related decisions diminishes in value if the material is older than two (2) years
4 and the unit member's performance has improved, has been corrected and/or the
5 material concerns an isolated incident.

6 30.5.1.6 Appeal of Material Contained in Personnel File: The unit
7 member shall have the right to appeal placement of material in their personnel
8 file by initiating an informal grievance as outlined in Article 22.2.1 of the contract,
9 with the Assistant Superintendent of Human Resources.

10 30.5.2 Representation

11 30.5.2.1 If an administrator knows or suspects that a meeting with a
12 unit member may lead to discipline, the unit member has the right to know the
13 meeting may lead to discipline, prior to the meeting.

14 30.5.2.2 If an administrator calls a unit member into a meeting that is
15 not identified as disciplinary or potentially disciplinary pursuant to 30.5.2.1 and
16 the unit member believes the meeting has become disciplinary, the meeting shall
17 stop at the unit member's request to afford the employee the opportunity to
18 secure representation at the next scheduled meeting.

19 30.5.2.3 The unit member has the right to representation at meetings
20 in 30.5.2.1 and 30.5.2.2

21 30.5.3 Clarification to Article 5 – Employee Rights: Campus Assistants were
22 not covered by this Agreement until November 4, 2009, therefore materials
23 contained in the prior employees' files shall be included in their personnel file. In
24 the case of any derogatory information, the campus assistant will be notified of
25 the existence of this material, receive a copy of the material, and be given an
26 opportunity to respond in writing. Such response(s) shall be attached to the
27 derogatory material.

28 //

29 //

30 //

1 **ARTICLE 30.6: CHILD ABUSE REPORTING PROCEDURE**

2 30.6.1 The District shall provide notification of the duties imposed
3 by the Child Abuse Reporting Act to all classified employees.

4 30.6.2 The District shall furnish each unit member with a statement
5 identifying the unit member and stating that the unit member is required to report
6 known or suspected instances of child abuse observed within the scope of his or
7 her employment to a child protective agency.

8 30.6.3 The District shall provide an ample supply of the form
9 required to make the reports and a copy of this Article.

10 30.6.3.1 The District shall also have these forms and envelopes
11 available at convenient locations and in such a manner that members may obtain
12 them without individually requesting them or otherwise subjecting themselves to
13 identification. The District shall post and maintain, on bulletin boards set aside
14 for employee notices, the names, addresses, and phone numbers of the
15 agencies to be contacted.

16 30.6.4 The District shall not require any unit member making a
17 report of suspected child abuse to provide a copy of the report to the District or
18 otherwise disclose his/her identity to the District or to any other person employed
19 by the District or acting as an agent of the District.

20 30.6.5 No supervisor or administrator shall impede or inhibit the
21 reporting duties specified herein or in the Act. No unit member making such a
22 report shall be subject to any discipline, or have his/her working conditions
23 altered in any manner, for making the report.

24 30.6.6 In reaching this Agreement, it is the mutual intent of the
25 parties to encourage the reporting of suspected child abuse; and to protect, to
26 the fullest extent permitted by law, the confidentiality or identity of members
27 making such reports.

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ARTICLE 30.7: EVALUATIONS

30.7.1 It is the intent of this Article to provide an effective procedure for evaluating unit members. The purpose of an evaluation is to provide constructive feedback on how to maintain the District's goals and standards related to the performance of unit members' jobs, how to improve their performance, and how to highlight the unit members' strengths.

30.7.2 Evaluation Procedures: Unit members shall be evaluated by the immediate supervisor, to whom assigned. Evaluation Forms to be used are attached to this agreement as Appendix C.

30.7.2.1 The evaluator shall meet with the unit member to discuss the performance evaluation. Such meeting shall be conducted during the unit member's working schedule, without loss of pay. The unit member shall be presented with a signed copy of the evaluation report and shall be required to sign a copy of the report. The signature of the unit member shall only indicate that the unit member was presented with and received a copy of the evaluation report and shall not indicate an agreement to the content.

30.7.2.1.1 In order to allow the unit member to improve performance prior to receiving a "Needs to Improve"/"Does not Meet District Standards" evaluation, the unit member shall be counseled verbally by the evaluator, when it becomes apparent to him/her that the performance of the unit member could lead to a rating of "Needs to Improve"/"Does not Meet District Standards." To document that a verbal counseling session occurred, the evaluator shall provide the unit member with a written summary of the meeting. The written summary document shall not be placed in the employee's file.

30.7.2.2 Any unit member may ask the next higher supervisor to review an evaluation containing "Needs to Improve"/"Does not Meet District Standards" rating. The higher-level supervisor may append his/her own comments to the unit member's evaluation form.

30.7.2.3 The unit member shall be permitted to submit a written response to the evaluation ~~within thirty (30) days after receipt of the written report.~~ The written evaluation report, along with any written response to the evaluation, shall be filed in the unit member's official personnel file.

~~30.7.3 An evaluator may, at any time, issue to a unit member in writing a special evaluation or a notice of "Needs to Improve"/"Does Not Meet District Standards."~~

~~Any unsatisfactory performance special evaluation or notice of "Needs to Improve"/"Does Not Meet District Standards" shall be delivered to the unit member in the same manner as a formal performance evaluation.~~

30.7.3 The content of evaluations, performance ratings, goals, objectives, comments, and/or judgments made by the evaluator shall not be subject to the provisions of Article 22, Grievance Procedure. This section shall not exclude a grievance based upon an alleged procedural violation of this Article.

30.7.4 The unit member shall not be evaluated negatively for participation in union activities in accordance with the provisions of Article 30.3.

30.7.5. All evaluation reports shall be in writing. Evaluations that include ratings of "Needs to Improve" / "Does Not Meet District Standards" shall include specific recommendations for improvement(s) and provisions for assisting the unit member in implementing any recommendations made. The unit member shall be reevaluated within ~~30-90~~ **between 30 to 60 work** days following the evaluation to assess progress made to date towards goals.

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ARTICLE 30.8: HOURS AND OVERTIME

30.8.1 Workweek: The standard workweek for full-time unit members shall consist of five (5) consecutive days, eight (8) hours per day, and forty (40) hours per week, not including the lunch period. With the concurrence of the District and the unit member and notification to CSEA, a normal full-time assignment may consist of ten (10) hours per day and forty (40) hours per week, not including the lunch period. Nothing herein shall prevent discussion and agreement to implement a 9/80 workweek.

30.8.1.1 Workday: The initial positions shall be set by the District. Except as provided below, subsequent changes in these positions shall be subject to negotiations. The exception to this general rule can occur when there are temporary changes to the following days: (1) SIP days; (2) any conference days when classrooms are accessible; (3) winter and spring breaks. In addition, changes made in assignments to conform to adjustments made in Board-approved school schedules at the start of a school year are also exempt.

30.8.2 Overtime: Unit members whose average workday is four (4) hours or more shall receive overtime at the rate of one and one-half times the regular rate of pay for hours worked on a sixth and/or seventh day after five (5) consecutive days. A unit member having an average workday of less than four (4) hours during a workweek shall, for any work required to be performed on the seventh day following the commencement of his/her workweek, be compensated at a rate equal to one and one-half (1-1/2) times the regular rate of pay of the unit member performing the work.

30.8.2.1 Overtime Defined Overtime is defined to include any time required to be worked, or suffered and permitted, in excess of eight (8) hours in one day or forty (40) hours in one calendar week and shall be compensated at the rate of one and one-half (1-1/2) times the regular rate of pay of the unit member performing the work

30.8.2.2 For the purpose of computing the number of hours worked, time during which a unit member is excused from work because of holidays, sick leave, vacation, compensatory time off or other paid leave of absence shall be considered as time worked by the unit member.

30.8.2.3 Overtime shall not be performed and compensatory time cannot be accrued without prior approval of the unit member's supervisor.

30.8.2.4 Any unit member requested to perform additional hours shall inform the supervisor if those hours will constitute overtime.

30.8.3.5 Overtime Distributions: The District shall distribute overtime using a rotational seniority list, as equally as is practicable among unit members of the same classification (who have the skill and knowledge to perform the work), who are in the same department and assigned to the same work site. Overtime refused shall count as if it had been worked for purposes of equal distribution. When a unit member within the department, classification or site is not available, the District may offer the overtime without regard to the equal distribution requirement. Unit members shall recognize that in an emergency, they may be asked to work overtime when there is no other unit member with the skill, knowledge and availability to perform the work.

30.8.3 Rest Periods: Rest periods shall be scheduled for unit members at no loss in salary, based upon the following formula:

<u>Work Assignment</u>	<u>Rest Period</u>
1 - 2 hour	None

2-1/4 - 4 hours	One ten-minute period
4-1/4 - 5-3/4 hours	Two ten-minute periods
6 - 8 hours	Two fifteen-minute periods

Whenever possible, rest periods shall be scheduled near the middle of the unit member's morning and/or afternoon shift. Scheduling of rest periods shall be done with the agreement of the unit member's immediate supervisor. Rest periods for bus drivers shall be scheduled during a paid layover. Absent exceptional circumstances, rest periods cannot be combined with any other rest period, other form of leave or lunch break.

30.8.4 Meal Period: All bargaining unit positions scheduled for a lunch shall be entitled to an uninterrupted lunch period of not less than thirty (30) minutes nor more than one (1) hour, to be scheduled as near a normal meal time as possible. A unit member required to work during his/her meal period shall receive pay at the appropriate rate of pay for the time worked.

30.8.4.1 Any unit member who works more than 10 hours shall receive an additional unpaid, uninterrupted, thirty (30) minute meal period.

30.8.4.2 Any part-time unit member who works five (5) hours or more, shall receive an unpaid, uninterrupted, thirty (30) minute meal period.

30.8.5 In accordance with this section, when an absence occurs and a substitute is needed, the person with the most seniority on site and in the same classification with less assigned hours, shall be moved to fill that absence and the substitute will fill the lesser-hour position.

30.8.6 Special Education Extended Year, Intersession and Summer School The District shall post available assignments for special education extended year, Intersession and summer school. When two (2) or more unit members are qualified and substantially equal in qualifications, the unit member with the greatest seniority (Hire date) shall fill the position. The seniority list shall be rotated annually.

30.8.7 Assignment of Temporary Extra Hours - Limitation:

Whenever there are regular unit positions of less than eight (8) hours per day at a work site where temporary hours (of short duration) are to be utilized, preference shall be given whenever practicable to assigning the temporary extra hours to the most senior unit member in the classification at the site (working less than an eight-hour day) who

has the skill and knowledge to perform the work. If refused, the additional temporary hours shall be offered to other unit members (regularly working less than an eight-hour day) at the site, then in the district in accordance with their seniority.

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ARTICLE 30.9: PAY ALLOWANCES

~~30.9.1 For the 2013-14 school year, the District agrees to provide the same aggregate total cost percentage to CSEA members as it provides to any other employee groups. For the 2013-14 school year, the aggregate total increase will be 1.565% on schedule, on going increase retro to July 1, 2013, plus a 4% one time, off-schedule salary payment to all employees in a paid status as of the date of ratification. The District agrees that if it receives additional total revenues in excess of \$97 million (as noted on the attached multi year projection, 2013-14 fiscal year), CSEA and the District will meet and negotiate the effects~~

30.9.1. Salary for the Campus Assistants shall be Range 11.5 of the CSEA Salary Schedule effective July 1, 2014. All current employees as of ratification will be placed on step 1 of this range.

The District agrees to provide the same aggregate total cost percentage to unit members as it provides to any other employee groups. For the 2014-15 school year, the aggregate total increase will be 3% on schedule, on-going increase retro to July 1, 2014 for all members in a paid status as of the date of ratification. For the 2015-16 school year, the aggregate total increase will be 5% on schedule, on-going increase effective July 1, 2015.

30.9.2 Frequency - Once Monthly: All members of the bargaining unit shall be paid once per month, payable on or before the last weekday of the month. If the normal pay date falls on a holiday, the paycheck shall be issued on the preceding weekday if approved by the Office of the Ventura County Office of Education (VCOE).

30.9.3 Payroll Errors: Any payroll error resulting in insufficient payment for a unit member shall be corrected, and a supplemental paycheck issued not later than five (5) working days following notice to the Payroll Department.

30.9.4 Lost Checks: Any paycheck for a member of the bargaining unit which is lost after receipt or which is not delivered within five (5) days of mailing (if mailed), shall be replaced as soon as administratively possible.

30.9.5 Mileage: Any unit member required to use his/her vehicle on District business shall be reimbursed at the rate in effect for all employees of the District for all miles driven on behalf of the District. The mileage computation shall include mileage necessary to return to the unit member's normal job site after the completion of District business. This amount shall be payable in a separate warrant as soon as is administratively possible after submission of the mileage reimbursement form.

30.9.6 Working Out Of Class

30.9.6.1 Working Out of Classification- Five (5) Days or Less:

When a regular unit member is assigned by the site administrator or immediate supervisor to perform the duties of a position in a higher classification for a period of five (5) days or less, the unit member shall be paid a maximum of five percent (5%), but in no case an amount greater than the "E" step of the higher classification, in which they are working out of class. Salary differential and longevity, for which the unit member is eligible, shall then be added, for all hours worked in the higher classification. For purposes of this section, "base salary" shall exclude such items as longevity, professional growth increments, and all differentials. (Working out of class compensation shall be figured by adding 5% to the employee's salary step (one full step on the salary schedule), but in no case greater than step "E" of the higher classification. The employee's salary step +5% shall then be multiplied by any applicable differential percentage before the longevity is added.)

30.9.6.1.1 Out of class work shall not be performed without prior written or oral approval of the unit member's supervisor. The unit member or supervisor may require written approval prior to performance of out of class work.

30.9.6.1.2 For assignments in a higher classification which exceed five (5) days in a fifteen (15) day period, Section 30.9.6.2, Working Out of Classification-More than five (5) days, shall apply.

30.9.6.2 Working Out of Classification-More than Five (5) Days:

When a regular unit member works out of classification in a higher class for a period exceeding five (5) days within a fifteen (15) calendar day period, the unit member shall be compensated at the first step in the higher classification in which they are working,

which provides the member with at least a five percent (5%) increase above his/her regular base salary, but in no case shall placement be above the "E" step of the higher class, before differentials or longevity are applied. Salary differentials and longevity for which the unit member is eligible, shall then be added, for all hours worked in the higher classification. For purposes of this section, "base salary" shall exclude such items as longevity, professional growth increments, and all differentials. Step placement below the "E" step may be subject to appeal to the Personnel Commission. The increased rate will be effective from the first day to the last day of the working out of class assignment. (Working out of classification compensation shall be figured by determining the step in the higher classification which provides the member with at least 5% more than the employee's salary step, but in no case greater than the "E" step of the higher classification. The step in the higher classification which provides at least a 5% increase shall then be multiplied by any applicable differential percentage before the longevity is added.)

30.9.6.2.1 A unit member must receive written approval (Including email) from the Assistant Superintendent of Human Resources, or designee, prior to Working Out of Class.

30.9.6.3 Assignment of Work Out of Class: When assigning work out of class, the District agrees to rotate work out of class as equally as is practicable among members of the same job family (who have the skill and knowledge to perform the work), and who are assigned to the same work site.

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ARTICLE 30.10: ANNIVERSARY DATE

10.1 All current unit members shall have a common anniversary date of July 1.

10.2 Individuals hired on or before December 31 shall be eligible to receive an anniversary step increment the following July. An individual hired after December 31 shall not be eligible to receive an anniversary step increment until the July following the first July.

10.3 Beginning with the first July of a unit member's continuing employment, he/she must have been in paid status for at least two-thirds (2/3) of his/her individual work year to be eligible for an anniversary salary step advancement.

ARTICLE 30.11: EMPLOYEE EXPENSES AND MATERIALS

30.11.1 Physical Examination: The District agrees to pay the cost of any medical examination required as a condition of continued employment, which is ordered to be performed by a District-designated physician when such an examination is a condition of employment established by the District. Unit members employed on or after the effective date of this Agreement shall be eligible for a fully paid pre-employment examination performed by a District designated physician when such an examination is a condition of employment established by the District.

30.11.2 Safety Equipment: Should the employment duties of a member of the bargaining unit reasonably require use of any equipment or gear, with the exception of wearing apparel, to insure the safety of the unit member or others, the District agrees to furnish such equipment or gear.

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ARTICLE 30.12: LEAVES

30.12.1 Unit members are required to notify, ~~their immediate supervisor or designee and the~~ District Office when they are to be absent for illness. If the absence is to be longer than one (1) day, subsequent notification for each day's absence is required, unless the duration of the absence can be stated at the time of the notification. If the absence is to be longer than one day, the unit member shall notify the District the day before returning so that a substitute, if employed, may be released.

Family Care and Medical Leave:

30.12.2 Leaves: Eligible unit members may take leaves under this section for the birth, adoption, or foster care of a child, the serious health condition of the unit member's child, parent or spouse/state registered domestic partner and the unit member's own serious health condition except for disability caused by pregnancy, childbirth or related medical conditions.

30.12.2.1 Eligibility: Eligible unit members are entitled to up to a total of twelve workweeks of unpaid leave over any twelve-month period for family care and medical leave providing they have more than twelve months of service and at least one thousand two hundred fifty (1,250) hours of service in the previous twelve-month period.

30.12.3 Military Leave: Unit members who are members of the Armed Forces of the United States or the National Guard, or who are inducted, enlisted, or are otherwise ordered to active duty, shall be granted such leave and military leave pay as provided by law. The unit members shall retain all rights and privileges granted by law. Length of service credit shall include time spent on military leave of absence. No unit member shall be discriminated against for the use of his/her Military Leave, and shall maintain all rights under the current Agreement. Unit members shall provide a copy of his or her order to report at least five (5) work days prior to the beginning of his or her leave, absent exceptional circumstances.

30.12.4 Leave(s) of Absence Without Pay: Leave(s) of absence without pay may be granted to a unit member, upon the written request of the member, and the approval of the Superintendent or his/her designee, subject to the following restrictions:

30.12.4.1 Leave(s) of absence without pay may be granted for any period not exceeding one year, except that leave(s) for military service shall be granted as provided by the Education Code and the Military and Veterans Code, and leave(s) of absence for service in the Peace Corps may be granted for a period not to exceed twenty-four (24) months.

30.12.4.2 Granting of a leave of absence without pay gives to the unit member the right to return to a vacant position in his/her same classification, at the same number of hours, at the expiration of the leave of absence, provided that he/she is physically and legally capable of performing the duties. In the event a vacant position does not exist in that classification, the unit member shall have the right to displace the least senior unit member with an equivalent assignment in that classification.

30.12.4.3 A unit member may make a written request to the Board to return to work prior to the expiration date of the leave. The Board may approve or reject the request.

30.12.4.4 Failure to report for duty within one (1) working day after a leave has expired shall be considered abandonment of the position, and the unit member may be terminated by the Board.

30.12.5 Reinstatement Rights: A unit member whose request for leave has been granted shall be guaranteed reinstatement to the same position or comparable position if their previous one has been eliminated upon termination of the leave.

ARTICLE 30.13: TRANSFERS

30.13.1 The District shall post at each work location known vacancies. Such vacancies shall be posted for not less than five (5) working days. For purposes of this provision, a vacancy shall occur when a new position is created, or an existing position becomes vacant, as a result of retirement, resignation, transfer, promotion or termination. A vacancy shall also occur if there is an increase in the number of hours per day or year.

30.13.2 Voluntary Transfers:

30.13.2.1 A bargaining unit member may request a transfer to a vacant position by submitting a request to the Human Resources within the five (5) day posting period. A transfer shall mean the reassignment of a unit member without examination from one position to another in the same classification held.

~~30.13.2.2 A transfer shall mean the reassignment of a unit member without examination from one position to another in the class currently held or, if no reemployment list exists for the class, related class with the same salary range. A list designating families of classifications shall be maintained by the Personnel Commission. The Director of Classified Human Resources, as designated by the Personnel Commission, shall determine the relatedness of classifications in consultation with the affected unit member and a CSEA representative. Such meeting shall occur within 2 working days.~~ **The following factors shall be considered in evaluating applicants. These are not used in order of priority: (a) Job related education and training experience; (b) Work experience in the same or related field; (c) Specific needs of the District for the position; and (d) Work related technical skills. When the hiring supervisor finds two (2) or more unit members qualified and substantially equal in qualifications and makes the recommendation to the Human Resources Office, the unit member with the greater seniority shall fill the position. In the event the most senior unit member is not selected for the transfer, the Director of Classified Human Resources shall notify CSEA in writing as to the selection rationale.**

ARTICLE 30.14: PROMOTION

30.14.1 Job vacancies, not filled by transfer, within the bargaining unit shall be filled by promotion, except when it is determined that there may not be a sufficient number of applicants available to complete a promotional list.

30.14.2 Posting of Notices:

30.14.2.1 Notice of all job vacancies within the bargaining unit shall be posted on bulletin boards in prominent locations at each District work site and on the District web site.

30.14.2.2 The job vacancy notice shall remain posted for a period of five (5) full working days, during which time members of the unit may file for the vacancy.

30.14.2.3 Any bargaining unit member who will be on modified work year, any leave of absence, or layoff during the period of the posting, shall be emailed a copy of the notice unless the unit member requests a hard copy be sent by "First Class" mail on the date the position is posted, provided that the unit member has a job interest request on file in the human resources office.

30.14.3 Notice Contents: The job vacancy notice shall include the job title, a brief description of the position, the salary range, and the deadline for filing to fill the vacancy. When known, the notice shall include number of hours per day, regular assigned work shift times, days per week, and months per year assigned to the position.

30.14.4 Filing: Any unit member may file for a vacancy by completing and returning an appropriate application form to the personnel department within the filing period.

30.14.5 Salary Placement: In determining appropriate salary placement for unit members upon promotion, step placement shall be limited to Steps A through E of the new salary range. Upon promotion to a class allocated to a higher salary range, the unit member will be placed on the first step of the new range which affords the unit member with at least a five percent (5%) increase in salary, not to exceed the top step of that salary range.

30.14.5.1 However, upon written request (appeal), by a unit member the Personnel Commission may approve a higher salary placement based upon circumstances which would otherwise deprive the unit member of the benefits of an appropriate salary increase. A unit member who is receiving a super-maximum (longevity increment) at the time of promotion shall have such increment added to the new salary, regardless of step placement.

30.14.6 When a campus assistant is promoted and does not successfully complete a six (6) calendar month probationary period in the new classification, the campus assistant shall have the right to be placed back in the former position as campus assistant in a vacant equivalent position. If a vacant position does not exist, the unit member shall displace the least senior campus assistant with the same number of hours per day or less if the unit member has more seniority. 30.15.7 Seniority accrued in a promotional position by a Campus Assistant shall be calculated in the same manner as classified employees. (see 20.5.1)

ARTICLE 30.15 REINSTATEMENT

30.15.1 Reinstatement of Unit Members After Resignation: Any campus assistant in the school district who voluntarily resigns from his/her campus assistant position may be reinstated or reemployed by the governing board of the district, within 39 months of his/her last day of paid service and without further competitive examination, to a position in his/her former classification as a campus assistant.

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ARTICLE 30.16: GRIEVANCES

30.16.1 Grievances may be filed only as applicable to Article 30 and those sections of the agreement covered. See Article 22 for Grievance procedures.

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ARTICLE 30.17: CONTRACTING OUT

30.17.1 During the term of this Agreement, the District agrees that it will not contract out work that has been customarily and routinely performed or is performable by unit members covered by this Agreement, unless the contracting proposed is specifically permitted by law. This section shall not be interpreted as prohibiting the District from contracting out work under this section if such work cannot be performed by unit members because of current departmental work demands or because of the compelling nature of the situation. The District shall notify CSEA of this decision as soon as administratively possible.

30.17.2 No contract for services which might affect members of the bargaining unit in the way of wages, hours, or other terms and conditions of

employment, shall be let until CSEA has been given notice of the District's proposed action no less than fifteen (15) days in advance. After the notice has been given, CSEA shall, as soon as possible but no less than seven (7) days, present any demands to bargain over a decision to contract out and the effects thereof.

30.17.3 For this article, a 'day' shall be defined as any day the District Office is open for business.

30.17.4 Use Of Volunteers:

Preamble: The parties agree that the work of parents, students, friends, and other volunteers is an important and appreciated contribution to the school community. At the same time, the parties recognize that measures must be taken to guarantee that our facilities not be compromised. Further, the parties recognize that the wealth of experience available in the community is a resource that should be used in appropriate ways to enrich the educational program and strengthen our schools' relationships with the homes, businesses, industries, public agencies and private institutions of our community. The parties encourage parents and other members of the community to share their special knowledge and abilities with our students.

The parties acknowledge that volunteers may be individuals, students, parents/guardians, members of the community, professional experts as well as persons from organized community and public agency programs and are not paid a wage or salary by the District.

30.17.5 It is the intent of the District to use volunteers in accordance with Section 35021 of the Education Code. Except as authorized by law and this Agreement, the District will not abolish ~~classified~~ **Campus Assistant** positions and, subsequently, utilize volunteer workers, nor will volunteers be used in lieu of ~~classified~~ unit members who are laid off as a result of the abolition of a position nor will the District refuse to employ a person in a vacant ~~classified~~ position and use volunteer workers in lieu thereof.

30.17.6 Volunteers may be utilized for major work which is defined as any project in excess of \$7,500, or for projects up to \$7,499 which because the size or timelines would necessitate contracting out or hiring extra help. The volunteers are not to be used to supplant regular work normally or customarily assigned to bargaining unit members on a routine basis. Projects utilizing volunteers would be of "finite duration" which is defined as projects which, upon completion, will not be extended or needed on a continuing basis. When non-management work crew supervision is necessary, it will

be provided by unit members in the affected area. The District will determine if supervision is necessary.

30.17.7 Materials: Management personnel in charge of the project are responsible for the security and care of materials, tools, and equipment which will be furnished and/or approved by District management personnel in the responsibility area. Any loaning of materials, tools and equipment to volunteers will be at the discretion of the manager in the responsibility area, who may require that the volunteer(s) be tested on ability to run equipment to assure safe operation both for the equipment and the user.

30.17.8 Security and Safety: Safety and common sense cannot be overemphasized. Volunteers will follow all Federal, State, and local laws and regulations regarding safety; the number of volunteers will be held to a manageable level. Some jobs may require personal protective equipment such as gloves, goggles, dust masks and the like. The manager in the responsibility area will make the volunteer group leader aware of these safety requirements, and members of the group shall be provided with the items. All participants are expected to abide by all safety regulations.

30.17.9 Supervision/Training: The management personnel in charge of the project will assure that volunteers are adults or supervised students who have some knowledge of work techniques required; if necessary, the manager of the responsibility area will supply elementary training. Work guidelines will be clearly defined.

30.17.10 Quality of Work/District Expectation: All volunteer work and materials shall be offered at the highest possible standard, with the understanding that the public, parents, students and staff will not differentiate this work from that of a regular district unit member or of a hired contractor. Where appropriate, district technical specifications will be provided and those specifications will serve as the necessary guidelines for the job, including adherence to materials selection and work quality. Volunteers are responsible for meeting standards of quality of work requirements, all district expectations, and all clean-up of all areas, materials, and equipment. Management personnel in charge of the project are responsible for assuring that all tools are returned to the appropriate department in clean and serviceable condition.

30.17.11 At least fifteen (15) days prior notice must be given to the Director of Classified Human Resources through use of the "District Use of Volunteers Request Form" by requesting administrator or classified manager. The use of a volunteer must

be approved by obtaining the signatures of the CSEA President/designee, a Human Resources Administrator, and the affected job family representative on the form before the work is performed. If any concerns exist regarding the request, the Director of Classified Human Resources shall be notified immediately. A conference shall be held as soon as possible in an effort to resolve the concerns. The fifteen (15) day timeframe can be reduced by mutual agreement of the CSEA president/designee and Director of Classified Human Resources.

30.17.12 Classified uUnit members shall not volunteer for classified work without prior consent of the District and the Association. Any volunteer work performed by classified unit members shall be in accordance with federal and state laws.

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ARTICLE 30.18: SAFETY

30.18.1 The District shall maintain a safe and sanitary work site for all unit members' work areas.

30.18.2 All unit members shall help to maintain safe and sanitary conditions in their work areas of responsibility.

30.18.3 All unit members will report to their immediate administrator/manager in writing any practice, condition, or specific occurrence which poses a threat to the health or safety of any person associated with the District. The immediate administrator/manager shall forward the report to the Risk Management Department.

30.18.4 The Association shall have the right to appoint two (2) members to the District Safety Committee. Appointments to the Safety Committee shall be for one fiscal year. Management members shall not comprise a majority of the committee membership.

30.18.5 Bargaining unit members appointed to the District Safety Committee shall be given paid release time to attend meetings when such meetings are scheduled during the bargaining unit member's duty time.

30.18.6 Drug and Alcohol Testing Procedures: Pursuant to the Department of Transportation (DOT) regulations 49 CFR Parts 40, 382 and 395, the District has negotiated and implemented a drug and alcohol testing policy and regulations with the California School Employees Association, Chapter 272. The parties agree to negotiate

any changes or modifications to the policy and regulations affecting subjects within the scope of bargaining during the life of this or any subsequent Agreement.

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ARTICLE 30.19: EFFECTS OF AGREEMENT

30.19.1 It is understood and agreed that the specific provisions contained in this Agreement shall prevail over the District practices and procedures and over state laws to the extent permitted by state law and that, in the absence of specific provisions in this Agreement, such practices and procedures are discretionary with the District so long as such practices or procedures are not within the scope of representation.

30.19.2 The provisions of this Agreement shall be incorporated into and be considered a part of the established policies of the Board.

30.19.3 This Agreement shall constitute the full and complete commitment between both parties and shall supersede and cancel all previous Agreements, both written and oral. This Agreement may be altered, changed, added to, deleted from or modified only through voluntary mutual consent of the parties in a written and signed amendment to this Agreement.

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ARTICLE 30.20: SEVERABILITY

30.20.1 If any applicable law or rule, regulation or order in existence or subsequently issued by a governmental authority renders invalid, restrains (compliance with or enforcement of) any provision of this Agreement during the life of this Agreement, such provision shall be immediately suspended and given no effect hereunder so long as such law, rule, regulation or order shall remain in effect. Such invalidation of a part or portion of this Agreement shall not invalidate any remaining portions which shall continue in full force and effect.

30.20.2 In the event of suspension or invalidation of any article or section of this Agreement, the parties agree to contact each other within thirty (30) days after such determination.

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ARTICLE 30.21: CONCERTED ACTIVITIES

30.21.1 It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing, or refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operation of the District by the Association or by its officers, agents or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

30.21.2 The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all unit members to do so. In the event of a strike, work stoppage, slowdown, or other interference with the operations of the District by unit members who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those unit members to cease such action.

30.21.3 It is agreed and understood that any unit member violating this Article may be subject to the full range of disciplinary procedures available to the District.

30.21.4 It is understood that, in the event this Article is violated, the District shall be entitled to withdraw any rights, privileges, or services provided for in this Agreement.

30.21.5 The District agrees that it shall not engage in a lockout of the bargaining unit.

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ARTICLE 30.22: DISTRICT RIGHTS

30.22.1 It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control to the full extent of the law. Included in but not limited to those duties and powers are the exclusive right to determine its organization; direct the work of its unit members; determine the times and hours of operation; determine the kinds and levels of services to be provided, and the methods and means of providing them; establish its educational policies, goals, and objectives; insure the rights and educational opportunities of students; determine staffing patterns; determine the number and kinds of personnel required; maintain the efficiency of District operations; determine the curriculum; build, move or modify facilities; establish budget procedures and determine budgetary allocation(s); determine the methods of raising

revenue; contract out work in accordance with this agreement; take action on any matter in the event of an emergency; and retain the right to hire, classify, assign, evaluate, promote, terminate, and discipline unit members.

30.22.2 The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with law.

30.22.3 The District retains its right to amend, modify and rescind policies and regulations referred to in this Agreement during the term of an emergency. The determination of whether or not an emergency exists is solely within the discretion of the Board.

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ARTICLE 30.23: TERM OF AGREEMENT

~~30.24.1 The terms and conditions of this Agreement shall remain in effect from November 1, 2011 to October 31, 2014 except where modified by mutual agreement.~~

~~30.24.1.1 The parties agree that for the 2012-2013 and 2013-2014 contract years, salary, and health benefits shall be open both years for negotiation. For 2012-2013 two additional articles may be selected by each party and for 2013-2014 one additional article may be selected by each party and for both years, any other issues mutually agreed upon by the parties may be reopened for negotiations.~~

~~30.24.1.2 Notice that the Association wishes to reopen negotiations and which issues it wishes to reopen must be given to the District by August 15. The District must give notice to CSEA of which issues it wishes to reopen by September 1.~~

~~30.24.1.3 The District agrees that if it receives additional funding, or additional reduction in funding, CSEA and the District will meet and negotiate.~~

30.23.1 The terms and conditions of this article shall remain in effect in accordance with Article 29 of the CSEA Contract.

ARTICLE 30.24: SENIORITY

30.24.1 Seniority: Seniority shall be based on hire date into the Campus Assistant position, adjusted to reflect any break in service.

30.24.2 Any employment in a higher classification by a campus assistant shall not be a break in service for seniority purposes as a campus assistant.

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ARTICLE 30.25: DISCIPLINE

30.25.1 Discipline Upon suspension or termination of employment, a Campus Assistant may request a review of the circumstances of their termination. **The review will be conducted by** the Superintendent or designee within ten (10) working days of their termination. **The designee will not be the same person who provided the initial review.**

30.25.2 The decision of the Superintendent/designee is final and binding.



Oxnard School District
District Work Calendars
2016-2017

FINAL

		July																																	
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31			
180	X	H	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	0
183	X	H	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	0
185	X	H	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	0
189	X	H	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	0
190	X	H	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	0
192	X	H	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	0
195	X	H	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	0
203	X	H	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	0
203a	X	H	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	15
205	X	H	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	0
210	X	H	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	0
210n	X	H	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	15
215	X	H	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	15
225	X	H	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	15
246	X	H	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	20
183	X	H	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	0

		August																																		
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225																																				23
246																																				23
183																																				12

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BOARD AGENDA ITEM

Name of Contributor(s): Dr. Jesus Vaca

Date of Meeting: March 18, 2015

Closed Session: _____

- A. Preliminary _____
- B. Hearing: _____
- C. Consent Agenda _____
- D. Action Items X
- E. Reports/Discussion Items (no action) _____
- F. Board Policies 1st Reading _____ 2nd Reading _____

**Consideration of Approval of Revised 2014-2015 and 2015-2016
Compensation for Confidential and Management Employees (Vaca)**

EXECUTIVE SUMMARY (description of item):

The Oxnard School District (District) and the California School Employees Association (CSEA) have reached a tentative agreement for the 2014-2015 and 2015-2016 contract years. The negotiating teams completed seven days of Interest Based Bargaining (IBB) regarding contract negotiations. The IBB process was facilitated by Bridgette and Joanne Bodine. Jonathan Koch, Director of Classified Human Resources, served as an advisor during negotiations. As a result of the meetings, a salary agreement for 2014-2015 is a total compensation increase of 3%, retroactive to July 1, 2014. For the 2015-2016 school year, the District and CSEA agreed on a total compensation increase of 5%, effective July 1, 2015. In accordance with the District's practice for treating each employee group similarly, the following compensation increase to Confidential and Management employee groups is presented for the Board's consideration:

Employee Group	Compensation
Confidential Employees *Confidential Employees	<ul style="list-style-type: none">• 3% ongoing on-schedule salary increase effective July 1, 2014• 5% ongoing on-schedule salary increase effective July 1, 2015
Certificated and Classified Employees *Management Employees	<ul style="list-style-type: none">• 3% ongoing on-schedule salary increase effective July 1, 2014• 5% ongoing on-schedule salary increase effective July 1, 2015

FISCAL IMPACT:

The fiscal impact is \$268,296 for the 2014-2015 fiscal year and \$715,884 for the 2015-2016 fiscal year, to be paid out of the General Fund.

RECOMMENDATION:

It is recommended that the Board of Trustees approve the 2014-2015 and 2015-2016 compensation revisions, as indicated above.

ADDITIONAL MATERIAL(S):

2014-2015 and 2015-2016 Proposed Salary Schedules

DISTRICT GOAL(S):

6 – Develop the Annual Budget to Support the Educational Goals of the District

CONFIDENTIAL COMPENSATION AND BENEFIT PROGRAM 2014-15

Effective 7-1-2014

Salary

Schedule: Designated Confidential Employees will be paid at the appropriate range and step of the salary schedule indicated below.

	STEPS					ANNIVERSARY INCREMENTS*				
	A	B	C	D	E	7 Yrs	10 Yrs	15 Yrs	20 Yrs	25 Yrs
Range #						E+\$40	E+\$80	E+\$120	E+\$160	E+\$200
1.0	\$2,728	\$2,865	\$3,007	\$3,159	\$3,315	\$3,355	\$3,395	\$3,435	\$3,475	\$3,515
1.5	\$2,798	\$2,935	\$3,085	\$3,237	\$3,399	\$3,439	\$3,479	\$3,519	\$3,559	\$3,599
2.0	\$2,865	\$3,007	\$3,159	\$3,315	\$3,480	\$3,520	\$3,560	\$3,600	\$3,640	\$3,680
2.5	\$2,935	\$3,085	\$3,237	\$3,399	\$3,572	\$3,612	\$3,652	\$3,692	\$3,732	\$3,772
3.0	\$3,007	\$3,159	\$3,315	\$3,480	\$3,658	\$3,698	\$3,738	\$3,778	\$3,818	\$3,858
3.5	\$3,085	\$3,237	\$3,399	\$3,572	\$3,749	\$3,789	\$3,829	\$3,869	\$3,909	\$3,949
4.0	\$3,159	\$3,315	\$3,480	\$3,658	\$3,845	\$3,885	\$3,925	\$3,965	\$4,005	\$4,045
4.5	\$3,237	\$3,399	\$3,572	\$3,749	\$3,937	\$3,977	\$4,017	\$4,057	\$4,097	\$4,137
5.0	\$3,315	\$3,480	\$3,658	\$3,845	\$4,030	\$4,070	\$4,110	\$4,150	\$4,190	\$4,230
5.5	\$3,399	\$3,572	\$3,749	\$3,937	\$4,132	\$4,172	\$4,212	\$4,252	\$4,292	\$4,332
6.0	\$3,480	\$3,658	\$3,845	\$4,030	\$4,233	\$4,273	\$4,313	\$4,353	\$4,393	\$4,433
6.5	\$3,572	\$3,749	\$3,937	\$4,132	\$4,342	\$4,382	\$4,422	\$4,462	\$4,502	\$4,542
7.0	\$3,658	\$3,845	\$4,030	\$4,233	\$4,444	\$4,484	\$4,524	\$4,564	\$4,604	\$4,644
7.5	\$3,749	\$3,937	\$4,132	\$4,342	\$4,553	\$4,593	\$4,633	\$4,673	\$4,713	\$4,753
8.0	\$3,845	\$4,030	\$4,233	\$4,444	\$4,667	\$4,707	\$4,747	\$4,787	\$4,827	\$4,867
8.5	\$3,937	\$4,132	\$4,342	\$4,553	\$4,780	\$4,820	\$4,860	\$4,900	\$4,940	\$4,980
9.0	\$4,030	\$4,233	\$4,444	\$4,667	\$4,901	\$4,941	\$4,981	\$5,021	\$5,061	\$5,101
9.5	\$4,132	\$4,315	\$4,540	\$4,780	\$5,022	\$5,062	\$5,102	\$5,142	\$5,182	\$5,222
10.0	\$4,233	\$4,444	\$4,667	\$4,901	\$5,143	\$5,183	\$5,223	\$5,263	\$5,303	\$5,343
10.5	\$4,342	\$4,553	\$4,780	\$5,022	\$5,275	\$5,315	\$5,355	\$5,395	\$5,435	\$5,475
11.0	\$4,444	\$4,667	\$4,901	\$5,143	\$5,401	\$5,441	\$5,481	\$5,521	\$5,561	\$5,601
11.5	\$4,553	\$4,780	\$5,022	\$5,275	\$5,539	\$5,579	\$5,619	\$5,659	\$5,699	\$5,739
12.0	\$4,667	\$4,901	\$5,143	\$5,401	\$5,674	\$5,714	\$5,754	\$5,794	\$5,834	\$5,874
12.5	\$4,818	\$5,059	\$5,316	\$5,585	\$5,872	\$5,912	\$5,952	\$5,992	\$6,032	\$6,072

* Anniversary Increments

Employees shall earn an increment of \$40 each at the beginning of the 7th, 10th, 15th, 20th and 25th years of services

Each confidential position will be assigned a range number and workdays as follows:

Position	Days	Range	Stipend
Executive Assistant to the Asst. Superintendent of Human Resources	261	10.0	\$ 373
Executive Assistant to the Asst. Superintendent of Ed. Services	261	10.0	\$ 373
Executive Assistant to the Asst. Superintendent of Business Services	261	10.0	\$ 373

CONFIDENTIAL COMPENSATION AND BENEFIT PROGRAM 2015-16

Effective 7-1-2015

Salary

Schedule: Designated Confidential Employees will be paid at the appropriate range and step of the salary schedule indicated below.

STEPS						ANNIVERSARY INCREMENTS*				
	A	B	C	D	E	7 Yrs	10 Yrs	15 Yrs	20 Yrs	25 Yrs
Range #						E+\$40	E+\$80	E+\$120	E+\$160	E+\$200
1.0	\$2,864	\$3,008	\$3,155	\$3,317	\$3,481	\$3,521	\$3,561	\$3,601	\$3,641	\$3,681
1.5	\$2,938	\$3,081	\$3,239	\$3,398	\$3,568	\$3,608	\$3,648	\$3,688	\$3,728	\$3,768
2.0	\$3,008	\$3,157	\$3,317	\$3,481	\$3,653	\$3,693	\$3,733	\$3,773	\$3,813	\$3,853
2.5	\$3,081	\$3,239	\$3,398	\$3,568	\$3,751	\$3,791	\$3,831	\$3,871	\$3,911	\$3,951
3.0	\$3,157	\$3,317	\$3,481	\$3,653	\$3,841	\$3,881	\$3,921	\$3,961	\$4,001	\$4,041
3.5	\$3,239	\$3,398	\$3,568	\$3,750	\$3,937	\$3,977	\$4,017	\$4,057	\$4,097	\$4,137
4.0	\$3,317	\$3,481	\$3,653	\$3,841	\$4,037	\$4,077	\$4,117	\$4,157	\$4,197	\$4,237
4.5	\$3,399	\$3,569	\$3,750	\$3,936	\$4,134	\$4,174	\$4,214	\$4,254	\$4,294	\$4,334
5.0	\$3,481	\$3,653	\$3,841	\$4,037	\$4,231	\$4,271	\$4,311	\$4,351	\$4,391	\$4,431
5.5	\$3,568	\$3,751	\$3,937	\$4,134	\$4,339	\$4,379	\$4,419	\$4,459	\$4,499	\$4,539
6.0	\$3,653	\$3,841	\$4,037	\$4,231	\$4,444	\$4,484	\$4,524	\$4,564	\$4,604	\$4,644
6.5	\$3,751	\$3,937	\$4,134	\$4,339	\$4,559	\$4,599	\$4,639	\$4,679	\$4,719	\$4,759
7.0	\$3,841	\$4,037	\$4,231	\$4,444	\$4,666	\$4,706	\$4,746	\$4,786	\$4,826	\$4,866
7.5	\$3,937	\$4,134	\$4,339	\$4,559	\$4,780	\$4,820	\$4,860	\$4,900	\$4,940	\$4,980
8.0	\$4,037	\$4,231	\$4,444	\$4,666	\$4,901	\$4,941	\$4,981	\$5,021	\$5,061	\$5,101
8.5	\$4,134	\$4,339	\$4,559	\$4,780	\$5,019	\$5,059	\$5,099	\$5,139	\$5,179	\$5,219
9.0	\$4,231	\$4,444	\$4,666	\$4,901	\$5,146	\$5,186	\$5,226	\$5,266	\$5,306	\$5,346
9.5	\$4,339	\$4,531	\$4,767	\$5,019	\$5,273	\$5,313	\$5,353	\$5,393	\$5,433	\$5,473
10.0	\$4,444	\$4,666	\$4,901	\$5,1063	\$5,400	\$5,440	\$5,480	\$5,520	\$5,560	\$5,600
10.5	\$4,559	\$4,780	\$5,019	\$5,273	\$5,539	\$5,579	\$5,619	\$5,659	\$5,699	\$5,739
11.0	\$4,666	\$4,901	\$5,146	\$5,400	\$5,671	\$5,711	\$5,751	\$5,791	\$5,831	\$5,871
11.5	\$4,780	\$5,019	\$5,273	\$5,539	\$5,816	\$5,856	\$5,896	\$5,936	\$5,976	\$6,016
12.0	\$4,901	\$5,146	\$5,400	\$5,671	\$5,957	\$5,997	\$6,037	\$6,077	\$6,117	\$6,157
12.5	\$5,058	\$5,312	\$5,582	\$5,864	\$6,165	\$6,205	\$6,245	\$6,285	\$6,325	\$6,365

* Anniversary Increments

Employees shall earn an increment of \$40 each at the beginning of the 7th, 10th, 15th, 20th and 25th years of service.

Each confidential position will be assigned a range number and workdays as follows:

Position	Days	Range	Stipend
Executive Assistant to the Asst. Superintendent of Human Resources	261	10.0	\$373
Executive Assistant to the Asst. Superintendent of Ed. Services	261	10.0	\$373
Executive Assistant to the Asst. Superintendent of Business Services	261	10.0	\$373

CERTIFICATED MANAGEMENT COMPENSATION AND BENEFIT PROGRAM: 2014-2015
(effective 7-1-2014)

This Policy and the salary schedules below shall govern the determination of compensation and benefits for all certificated management positions of the Oxnard School District.

Vacation Days. Management employees shall be granted additional vacation days based on years of management service to the Oxnard School District as scheduled below:

Management Service	Vacation Days	
	11 Months	12 Months
Years 1 – 3	20	22
Years 4 – 7	21	23
Years 8 – 11	22	24
Years 12 – 15	23	25
Years 16 or more	24	26

Annual Salary. An annual salary is earned during the period beginning July 1 and ending June 30.

Method of Payment: The annual salary will be divided into 12 equal installments, the first installment to be paid on the last working day of the month, and subsequent installments to be paid on the last working day of each month.

Stipend for Doctorate. An annual stipend of \$750 will be granted to management staff with an earned doctorate degree.

Anniversary Increments. Anniversary increments in the amount of \$1,205 shall be added to the salary schedule of management positions at the beginning of the 6th, 9th, 12th, 15th, 18th, 21st and 24th years of service. This formula yields anniversary increments with the following dollar values: \$1,205, \$2,410, \$3,615, \$4,820, \$6,025, \$7,230 and \$8,435.

Implementation of Salary Schedule. Except as noted below, initial placement of all new management employees will be to the first step of the appropriate salary schedule for the position.

A salary increment shall be granted on each anniversary date to a maximum of the third step. The anniversary date shall be each July 1 after completion of 155 days of paid status in the appropriate position.

<i>Position</i>	<i>Days</i>	<i>Step 1</i>	<i>Step 2</i>	<i>Step 3</i>
Director, Pupil Services	261	\$109,275	\$119,105	\$129,827
Director, Curriculum, Instruction & Accountability	261	\$109,275	\$119,105	\$129,827
Director, Certificated Human Resources/Public Relations	261	\$109,275	\$119,105	\$129,827
Director, MSAP Grant	242	\$101,318	\$110,432	\$120,376
Manager, Special Education	261	\$96,708	\$105,410	\$114,897
Manager, Special Programs	261	\$96,708	\$105,410	\$114,897

Credit for Out of District Management Experience. Effective July 1, 1989, all currently assigned and new certificated and classified management staff will be granted one-half longevity credit for management experience in other school districts. This longevity credit is applicable to anniversary increments only.

When an employee is promoted into a position with a higher annual salary maximum, the employee shall be placed on the salary step of the new position that effectuates an increase in the employee's current per diem rate. The Board of Trustees may grant initial placement up to and including the third step for acceptable and equivalent prior experience.

Duties Assigned Beyond the Regularly Designated Duty Year. Management employees who are assigned by mutual agreement to administrative duties beyond their regularly designated duty year shall be compensated at their per diem rate of pay.

Health and Welfare Benefits. Effective July 1, 2003, the District will make a \$795.58 contribution towards the premium for the following group health insurance programs:

- A. Health and Accident
- B. Dental with/Ortho
- C. Vision
- D. Life Insurance

Health and Welfare Benefits for Retirees. Certificated Administrators Hired prior to June 30, 2012: For any certificated administrator employed by the District prior to June 30, 2012, the District shall provide (a) health and accident, (b) dental, (c) vision, and (d) life insurance premiums for Management employees and dependents retiring after reaching their 55th birthday provided such employees have given 15 years of service in the California Public School System and in the Oxnard School District for the eight consecutive years preceding the date of retirement. These benefits will be provided until the retiree reaches the age of 69.

Certificated Administrators hired on or after July 1, 2012 will not receive retiree benefits.

Retirement Contribution Benefits. The District shall provide to management the provisions contained in Section 414(h) (2) of the *Internal Revenue Code* concerning the tax treatment of employee retirement contribution paid by the Oxnard School District. Exhibits 7200(F) E and 7200(G) E address the specifics of this benefit.

Professional Organization Membership. The District shall pay directly to the organization an amount not to exceed the membership dues of the Association of California School Administrators for management employees who process membership in ACSA or any other appropriate professional organization approved by the Superintendent.

SITE ADMINISTRATOR COMPENSATION AND BENEFIT PROGRAM:

The salary schedule indicated below shall serve as the base for the determination of salaries for all identified positions.

Preamble:

Our policy for the compensation of site administrators is based on a variety of ideas and principles to assist us in making this policy and its impacts on our students and their learning functional. Those principles include:

1. As a function of their heightened responsibility, administrators should be compensated at a higher daily rate than those that they supervise.
2. Salary of site administrators is based on an assumption that there need not be a “salary schedule” as the District will pay for their expertise and competence from the outset. There is no need for additional “steps” as the District’s policy is to pay for experience and competence from the beginning.
3. Administrators can only move to additional compensation alternatives or positions based on their performance in the school, not factors of seniority or longevity. Performance presumes that there is the presence of some evidence to substantiate the performance.
4. It is in the District’s interest to have its site administrators compensation positioned at the same level of the market (i.e., the tri-county area) as the market position of the compensation of other District employee groups, and in no case not below the top half of the market to provide for effective administrative recruitment and retention.

Annual Salary. An annual salary is earned during the period beginning August 1 and ending July 31.

Method of Payment: The annual salary will be divided into 12 approximately equal installments (eleven (11) installments and one (1) summer pay). The first installment is to be paid on the last business day of August and subsequent installments to be paid on the last business day of each month.

Stipend for Doctorate. An annual stipend of \$750 will be granted to site administrators with an earned doctorate degree.

Stipend for Bilingual Administrator. An Annual stipend of 2% of the site administrator’s base salary will be granted to each administrator upon verification of fluency in a language determined by the Board of Trustees to be a language in significant usage in within the District. Fluency shall be considered verified by possession of a BCLAD certificate or Bilingual Certificate of Competence, or passage of subtests (III, IV, and V) of the California Subject Examinations for Teachers (CSET): Languages Other Than English (LOTE) with a proficient score determined by the California Commission on Teacher Credentialing.

Implementation of Salary Schedule. Initial placement of all site administration employees will be to the non-Master level of the appropriate salary schedule for the position, regardless of their prior position or experience. To advance to the Master level, an Assistant Principal must have the written approval of the Superintendent based on the recommendation and performance evidence provided by the School Principal. For a principal to advance to the Master level, the principal must have recorded action of the Board of Trustees, based on the recommendation and performance evidence provided by the Superintendent

Duties Assigned Beyond the Regularly Designated Duty Year. Management employees who are assigned by the Superintendent or designee to administrative duties beyond their regularly designated duty year shall be compensated on a pro-rata basis at their per diem rate of pay.

Description	Days	Daily Rate	Annual Salary
Master Principal, Intermediate School	215	\$598.22	\$128,617
Master Principal Elementary	210	\$567.02	\$119,074
Master Asst. Principal, Intermediate School	210	\$516.90	\$108,549
Master Asst. Principal, Elementary School	205	\$518.15	\$106,221
Principal, Intermediate School	215	\$567.02	\$121,909
Principal, Elementary School	210	\$524.16	\$110,074
Asst. Principal, Intermediate School	210	\$505.82	\$106,222
Asst. Principal, Elementary School	205	\$505.82	\$103,693

Health and Welfare Benefits. Effective July 1, 2003, the District will make a \$795.58 contribution towards the premium for the following group health insurance programs:

- A. Health and Accident
- B. Dental with/Ortho
- C. Vision
- D. Life Insurance

Health and Welfare Benefits for Retirees. Site Administrators Hired prior to June 30, 2012: For any site administrator employed by the District prior to June 30, 2012, the District shall provide (a) health and accident, (b) dental, (c) vision, and (d) life insurance premiums for Management employees and dependents retiring after reaching their 55th birthday provided such employees have given 15 years of service in the California Public School System and in the Oxnard School District for the eight consecutive years preceding the date of retirement. These benefits will be provided until the retiree reaches the age of 69.

Site Administrators hired on or after July 1, 2012 will not receive retiree benefits.

Retirement Contribution Benefits. The District shall provide to management the provisions contained in Section 414(h) (2) of the *Internal Revenue Code* concerning the tax treatment of employee retirement contribution paid by the Oxnard School District. Exhibits 7200(F) E and 7200(G) E address the specifics of this benefit.

Professional Organization Membership. Upon annual written request, and the timely processing of membership by a site administrator the District shall pay the membership dues of site administration employees for the Association of California School Administrators or any other appropriate professional organization approved by the Superintendent.

Revised March 2015

CLASSIFIED MANAGEMENT COMPENSATION AND BENEFIT PROGRAM: 2014-2015
effective 7-1-2014)

This Policy and the salary schedules below shall govern the determination of compensation and benefits for all classified management positions of the Oxnard School District.

Vacation Days. Management employees shall be granted additional vacation days based on years of management service to the Oxnard School District as scheduled below:

Management Service	Vacation Days	
	11 Months	12 Months
Years 1 – 3	20	22
Years 4 – 7	21	23
Years 8 – 11	22	24
Years 12 – 15	23	25
Years 16 or more	24	26

Annual Salary: An annual salary is earned during the period beginning July 1 and ending June 30.

Method of Payment: The annual salary will be divided by the number of months in which paid days occur. The total number of months of service will be paid in equal installments starting with the first month in which service occurs.

Stipend for Doctorate: An annual stipend of \$750 will be granted to management staff with an earned doctorate degree.

Anniversary Increments: Anniversary increments in the amount of \$1,205 shall be added to the salary schedule of management positions at the beginning of the 6th, 9th, 12th, 15th, 18th, 21st and 24th years of service. This formula yields anniversary increments with the following dollar values: \$1,205, \$2,410, \$3,615, \$4,820, \$6,025, \$7,230 and \$8,435.

Implementation of Salary Schedule: Except as noted below, initial placement of all new management employees will be to the first step of the appropriate salary schedule for the position.

A salary increment shall be granted on each anniversary date to a maximum of the third step. The anniversary date shall be each July 1 after completion of 155 days of paid status in the appropriate position.

Credit for Out of District Management Experience: Effective July 1, 1989, all currently assigned and new certificated and classified management staff will be granted one-half longevity credit for management experience in other school districts. This longevity credit is applicable to anniversary increments only.

When an employee is promoted into a position with a higher annual salary maximum, the employee shall be placed on the salary step of the new position that effectuates an increase in the employee's current per diem rate.

The Board of Trustees may grant initial placement up to and including the third step for acceptable and equivalent prior experience.

Duties Assigned Beyond the Regularly Designated Duty Year: Management employees who are assigned by mutual agreement to administrative duties beyond their regularly designated duty year shall be compensated at their per diem rate of pay.

Health and Welfare Benefits: Effective July 1, 2003, the District will make a \$795.58 contribution towards the premium for the following group health insurance programs:

- A. Health and Accident
- B. Dental with/Ortho
- C. Vision
- D. Life Insurance

Classified Managers Hired prior to June 30, 2012: For any Classified Manager employed by the District prior to June 30, 2012, the District shall provide (a) health and accident, (b) dental, (c) vision, and (d) life insurance premiums for Management employees and dependents retiring after reaching their 55th birthday provided such employees have given 15 years of service in the California Public School System and in the Oxnard School District for the eight consecutive years preceding the date of retirement. These benefits will be provided until the retiree reaches the age of 69.

Classified Managers Hired after July 1, 2012:

Classified Managers hired on or after July 1, 2012 will not receive retiree benefits.

Retirement Contribution Benefits: The District shall provide to management the provisions contained in Section 414(h) (2) of the *Internal Revenue Code* concerning the tax treatment of employee retirement contribution paid by the Oxnard School District. Exhibits 7200(F) E and 7200(G) E address the specifics of this benefit.

Professional Organization Membership: The District shall pay directly to the organization an amount not to exceed the membership dues of the Association of California School Administrators for management employees who process membership in ACSA or any other appropriate professional organization approved by the Superintendent.

Position	Paid Days*	Step 1	Step 2	Step 3
Chief Information Officer	261	\$113,481	\$123,689	\$134,823
Director, Budget & Finance	261	\$100,297	\$109,318	\$119,159
Director of Classified Personnel	261	\$100,297	\$109,318	\$119,159
Director of Purchasing	261	\$86,017	\$93,754	\$102,194
Asst. Director of Facilities	261	\$82,933	\$90,392	\$98,529
Director, Child Nutrition Services	261	\$81,422	\$88,747	\$96,736
Risk Manager	261	\$81,056	\$88,347	\$96,300
Facilities Project Manager	261	\$81,056	\$88,347	\$96,300
Sch. Bldg. Inspector/Project Supervisor	261	\$81,056	\$88,347	\$96,300
Energy Educator/Manager	261	\$81,056	\$88,347	\$96,300
Manager, Transportation	261	\$78,847	\$83,760	\$91,299
Director, Early Childhood Education Programs	261	\$78,847	\$83,760	\$91,299
Maintenance Manager	261	\$71,115	\$77,511	\$84,489
Executive Asst. to Superintendent**	261	\$68,865	\$75,060	\$81,816
Senior Human Resource Analyst	261	\$68,865	\$75,060	\$81,816
Accountant/Internal Auditor	261	\$68,865	\$75,060	\$81,816
Operations Manager	261	\$66,159	\$72,111	\$78,601
Custodial Services Manager	261	\$59,524	\$64,890	\$70,731
Warehouse Manager	261	\$57,330	\$62,487	\$68,112
Asst. Director of Child Nutrition Services	261	\$57,330	\$62,487	\$68,112

*Includes vacation days and holidays

**Plus a \$775 monthly stipend

Updated March 2015

CLASSIFIED MANAGEMENT COMPENSATION AND BENEFIT PROGRAM: 2015-2016 effective 7-1-2015)

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Position	Paid Days*	Step 1	Step 2	Step 3
Chief Information Officer	261	\$119,155	\$129,874	\$141,564
Director, Budget & Finance	261	\$105,311	\$114,784	\$125,117
Director of Classified Personnel	261	\$105,311	\$114,784	\$125,117
Director of Purchasing	261	\$90,318	\$98,442	\$107,304
Asst. Director of Facilities	261	\$87,079	\$94,912	\$103,455
Director, Child Nutrition Services	261	\$85,494	\$93,185	\$101,572
Risk Manager	261	\$85,109	\$92,765	\$101,115
Facilities Project Manager	261	\$85,109	\$92,765	\$101,115
Sch. Bldg. Inspector/Project Supervisor	261	\$85,109	\$92,765	\$101,115
Energy Educator/Manager	261	\$85,109	\$92,765	\$101,115
Manager, Transportation	261	\$80,689	\$87,948	\$95,864
Director, Early Childhood Education Programs	261	\$80,689	\$87,948	\$95,864
Maintenance Manager	261	\$74,671	\$81,387	\$88,713
Executive Asst. to Superintendent**	261	\$72,309	\$78,813	\$85,907
Senior Human Resource Analyst	261	\$72,309	\$78,813	\$85,907
Accountant/Internal Auditor	261	\$72,309	\$78,813	\$85,907
Operations Manager	261	\$69,467	\$75,716	\$82,531
Custodial Services Manager	261	\$62,501	\$68,135	\$74,268
Warehouse Manager	261	\$60,197	\$65,612	\$71,517
Asst. Director of Child Nutrition Services	261	\$60,197	\$65,612	\$71,517

*Includes vacation days and holidays

**Plus a \$775 monthly stipend

Updated March 2015

BOARD AGENDA ITEM

Name of Contributor: Lisa Cline

Date of Meeting: 3/18/15

STUDY SESSION _____
CLOSED SESSION _____
SECTION B: HEARINGS _____
SECTION C: CONSENT _____
SECTION D: ACTION _____
SECTION E: REPORTS/DISCUSSION X
SECTION F: BOARD POLICIES 1st Reading _____ 2nd Reading _____

MEASURE R BOND OVERSIGHT COMMITTEE ANNUAL REPORT (Cline)

The Assistant Superintendent of Business & Fiscal Services will introduce Mr. Crittenden Ward, 2015 Measure R Bond Oversight Committee chair, who will present the Bond Oversight Committee's second annual report to the Board of Trustees as per Proposition 39 requirements.

FISCAL IMPACT

None.

RECOMMENDATION

None – Information only.

ADDITIONAL MATERIAL

Attached: 2014 Measure R Bond Oversight Committee Annual Report (2 pages)

Financial Information

Measure R Bond Sales

Total Authorization: \$90 million
 Series A—\$18.39 million December 2012
 Series B—\$25.5 million May 2013
 Series C—\$15.75 million October 2014
 Total Bond Sales: \$59.64 million

Committee Meeting Dates

January 13, 2014
 May 12, 2014 (no quorum)
 June 9, 2014 (no quorum)
 November 3, 2014

Annual Financial & Performance Audit

The integrity of Measure R funds are audited annually by an independent accounting firm. For fiscal year ending June 30, 2014, the District's auditor was Nigro and Nigro, A Professional Accountancy Corporation. As described in the independent firm's audit report, it is the firm's opinion that the financial statements present fairly, in all material respects, the financial position of the Measure R General Obligation Bond Building Fund as of June 30, 2014, and the changes in financial position thereof for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America. In regards to the performance audit, the firm's opinion was that the District complied with compliance requirements for the Measure R General Obligation Bond proceeds. The Bond Oversight Committee has reviewed the independent auditor's reports, and together with their other activities, believe that Measure R funds have been spent in accordance with the Measure and in a manner consistent with applicable State law.

Measure R Program Expenditures (as of June 30, 2014)

Project	Budget	Measure R Expenditures July 1, 2012 - June 30, 2014
Acquire Site New Elem K-5		
Total	\$7,625,000	\$4,284,396
Acquire Site New MS Site		
Total	\$60,000	\$14,625
Acquire Site New SE Elem		
Total	\$60,000	\$0
Design & Reconstruct Harrington Elem K-5		
Total	\$23,127,171	\$1,598,428
Design & Reconstruct Lemonwood Elem K-8		
Total	\$31,402,250	\$992,694
Design & Reconstruct Elm Elem K-5		
Total	\$20,170,543	\$403,304
Design & Improve K-5 Kindergarten Facilities		
Ritchen		
Total	\$583,523	\$73,914
Brekke		
Total	\$262,050	\$66,513
McAuliffe		
Total	\$299,954	\$95,504
Driffill		
Total	\$2,477,832	\$51,334
Total K-5 Kindergarten Facilities	\$3,623,359	\$287,266
Design & Construct Science Labs/Academies		
Chavez		
Total	\$586,632	\$164,818
Curren		
Total	\$546,412	\$115,472
Kamala		
Total	\$544,028	\$128,156
Haydock		
Total	\$1,012,069	\$356,703
Fremont		
Total	\$1,659,474	\$588,528
Total Science Labs/Academies	\$4,348,616	\$1,353,678
Pre-Kindergarten Improvements		
Harrington	\$893,776	\$0
Lemonwood	\$860,386	\$0
Total	\$1,754,162	\$0
New MS Classroom Addition		
Total	\$5,090,519	\$0
FF&E Allowance		
Total	\$133,320	\$14,455
Technology		
Total	\$11,201,175	\$542,197
Program Planning		
Total	\$150,000	\$474
Program Reserve	\$10,709,611	
Estimated Fund Balance	\$5,660,468	
GRAND TOTAL	\$125,116,194	\$9,491,518

Note:

Total Measure R expenditures for the period July 1, 2012 - June 30, 2014 were \$11,844,625. Expenditures above exclude \$2,353,107 in other Measure R expenditures outside of the Facilities Implementation Program

Measure R Bond Oversight Committee

2014 Annual Report to the Community

OXNARD SCHOOL DISTRICT
March 2015



Lemonwood School Reconstruction

The **Measure R Bond Oversight Committee (Committee)** is pleased to report the progress of the Measure R School Facilities Improvement Program. Approved by voters in November 2012, Measure R authorized the Oxnard School District (District) to issue \$90 million in General Obligation Bonds to replace portable classrooms, relieve student overcrowding by building and equipping new classrooms and educational facilities and repairing and equipping existing classrooms and educational facilities throughout the District.

The kindergarten and science lab reconfiguration projects and technology deployment efforts are completed. Construction has commenced for the New Harrington school and design efforts are nearly complete for the New Lemonwood and Elm schools.

The Committee continues to meet to actively monitor all Measure R projects and expenditures, provide proper oversight, controls, and accountability to ensure that Measure R funds are used as they were intended, and make regular reports to the community at-large on the progress of Measure R projects.

All projects are consistent with the project list provided to voters by the District's Board of Trustees. This report shares program progress and financial information. We will continue to keep the community informed and thank you for your support.

Sincerely,
 Karen Hill Scott, Chair
 Measure R Bond Oversight Committee

Measure R Bond Oversight Committee

- Karen Hill Scott, Chair
- Community at Large Representative
- Jeanette Padilla
- Senior Citizens Organization Member
- Nancy Lindholm
- Business Organization Representative
- Jessica Vargas
- PTA/SSC Parent Representative
- Charles McLaughlin
- Bona-fide Taxpayers Organization Member
- Teresa Torres
- Parent/Guardian of Enrolled Child
- Vacant
- Community at Large Representative
- The Committee meets at least quarterly. Each member of the committee is appointed by the District's Board of Trustees for a two year term of service.

• Committee minutes and information on bond funded projects are available on the Bond Oversight Committee page located on the Measure R website:

www.oxnardbondprojects.org

Oxnard School District

- Dr. Cesar Morales
- Superintendent
- Board of Trustees
- Veronica Robles-Solis, President
- Albert Duff Sr., Clerk
- Ernest Morrison, Trustee
- Denis O'Leary, Trustee
- Ana Del Rio-Barba, Trustee
- (left office 12/10/14)
- Debra M. Cordes, Newly Elected Trustee
- (assumed office 12/10/14)

Facilities Implementation Program

Program Progress

Program Overview

The Facilities Implementation Program relies on multiple funding sources, including \$90 million of voter approved Measure “R” proceeds to build new classrooms, relieve student overcrowding at every school, and modernize school facilities to meet current building standards. In response to Board direction, the Program Team has now engaged in two years of planning, design, and construction to achieve improvements to:

- Reduce overcrowding at elementary schools by adopting a K-5 educational strand and facilities program
- Convert existing junior high schools to 6-8 middle schools that support an academy based instructional program
- Expand the K-8 instructional program and additional K-8 school facilities to increase parent choice
- Implement an extended day Kindergarten program with improved facilities
- Increase enrollment capacity over time to accommodate projected growth in grades K- 8

The Board adopted the Facilities Implementation Program in January 2013, which is updated every six months to report on progress and next steps. The full report and related updates are located on the Measure R website: www.oxnardbondprojects.org. The program is a combination of the Basic Program which relies on local funding, including developer fees, Mello Roos funds, capital program balances, voter approved Measure R proceeds and the Enhanced Program that seeks to maximize State aid reimbursements for modernization and construction of school facilities.

Educational Reconfiguration

With the beginning of the 2014-2015 school year, the District successfully reconfigured the grade levels at its elementary and middle schools. Children in the fifth through seventh grades were provided with an option as to the school they wanted to attend and the process accommodated over 90% of the requests. Teachers were reassigned utilizing a process agreed to between the District and the Oxnard Educators Association.

The District opened extended-day Kindergarten at all K-5 Elementary School sites and met its commitment to extend Kindergarten hours at all existing Kindergarten sites, resulting in an increase to Kindergarten capacity of nearly 100%. In addition, improvements to Kindergarten facilities at many of these sites were completed to accommodate the program and integrate modern learning environments.

The completion of Project 1 provided the reconfigured classrooms and science rooms necessary to achieve these educational goals from a facilities perspective. K-5 Academic Strand Focuses were identified for each of the K-5 schools. Each of the K-8 schools opened with a Dual Language Immersion Program to begin at Kindergarten. Each of the middle schools opened the school year as an academy with specific classes to support the chosen academy for the school site:

Frank Marine Science and Engineering and Robotics Academy (“Frank Academy”)

- Elective Academy classes: Oceanography, Robotics/ Maker’s Lab, Environmental Science 7-8th grades

Fremont Environmental Science and 3-D Design Academy (“Fremont Academy”)

- Academy Elective classes: Environmental Sciences 7-8th grades, Advanced Computer Technology, Intermediate Computer Technology, Introduction to Computer Technology

Haydock Visual and Performing Arts and Environmental Science Academy (“Haydock Academy”)

- Academy Elective classes: Dance, Film Arts, Chorus, Theater Arts/Drama, Environmental Science, Band: Advanced Winds and Strings, Beginning Winds and Strings, Guitar and Piano

Phase I Program Progress

Phase 1 of the Facilities Implementation Program is well underway! Project 1 completed various modernization upgrades to eight (8) school sites in support of the August 2014 grade reconfiguration for kindergartens and science instructional facilities. Kindergarten Improvements were completed at Brekke, McAuliffe and Ritche Elementary Schools. K-8 Science Lab Modernizations were completed at Chavez, Curren, and Kamala Elementary Schools. Finally, Academy Science Upgrades were provided at Fremont and Haydock Academies.



New Haydock Piano Lab



New Haydock Science Lab



New Harrington Construction Site

Project 2 of the Program provides for the construction of a new Kindergarten building at Drifill to replace aging facilities and ensure that the campus is prepared for extended day Kindergarten programs. The project was put out for public bid and the bid opening date was November 21, 2014.

New school efforts (Projects 3 - 5) have moved full speed ahead with the construction of the new Harrington school underway and the design efforts for the new Lemonwood K-8 School and the new Elm K-5 School nearing completion!

The new Lemonwood K-8 campus design includes 28 general purpose classrooms, 4 kindergarten classrooms, 3 science/flex lab classrooms, and 2 special education classrooms. Additionally, the new campus will contain specified support facilities, administration areas, media center, food service, multipurpose room, physical education spaces, and restrooms.



Lemonwood Classroom Building Rendering

The new Elm campus will include 20 general purpose classrooms, 4 kindergarten classrooms, and 1 Resource Specialist Program (RSP) room. Elm will also be provided with the necessary support facilities.

The new Southwest site has been acquired to serve as a future K-5 elementary site. State Facilities Program grant applications have been submitted to the Office of Public School Construction (“OPSC”) in order to provide the necessary funding to complete the construction of the new Lemonwood K-8 School, as funds become available. Vision documents have been generated and facilities improvements have been budgeted for Pre-Kindergarten school programs at the new Harrington and new Lemonwood campuses. Additional capacity for 6-8th graders has also been addressed by adding a new classroom building at a middle school to the Phase 1 budget.

As part of the District’s technology program, 1:1 devices were deployed to all students in the District along with successful infrastructure improvements to improve bandwidth and support the District’s 21st century learning goals. An estimated 18,000 iPad devices are now in circulation for use by students and teachers.

BOARD AGENDA ITEM

Name of Contributor(s): Dr. Nancy Carroll

Date of Meeting: 3/18/15

- Study Session: _____
- Closed Session: _____
- A. Preliminary _____
- B. Hearing: _____
- C. Consent Agenda _____
- D. Action Items _____
- E. Reports/Discussion Items (no action) X
- F. Board Policies 1st Reading _____ 2nd Reading _____

K-5 Strand Schools Report – Schools (McAuliffe/Ritchen) (Carroll/Duran/Anguiano)

The Board of Trustees will be presented a report regarding the development of the Academy Strand Focuses for the following schools:

- McAuliffe and Ritchen Schools.

The Principals will share their strand focus as well as the hard work that their staff has implemented to further enhance learning, and ensure that children are excelling in a 21st-century learning environment

FISCAL IMPACT:

N/A

RECOMMENDATION:

It is the recommendation of the Interim Assistant Superintendent Educational Services to receive the K-5 Strand Schools Report.

ADDITIONAL MATERIAL(S): Power Point presentation



McAuliffe



K-5 Elementary Schools Academy Strand Focus

Board Presentation

March 2015



Ritchen Elementary School



The School of
Science and Technology

Ritchen: Science and Technology 2014-2015

Grade	Integrated Unit	Standards	Culminating Project/Activities
TK/Kinder	Animals live in different environments for many different reasons.	Science: Use observations to describe patterns of what plants and animals need to survive (K-LS1-1). Use a model to represent the relationships between the needs of different plants or animals and the places they live (K-ESS3-1). Other standards covered are in Reading, Math, Drawing/Writing, and Technology (using QR codes).	Students will engage in a trimester long study of penguins culminating in a day-long celebration of learning (blubber experiment, measurement, QR movies, sound for location).
1 st Grade	From Molecules to Organisms	Science: All organisms have external parts to help them survive, grow and meet their needs (1-LS1-1).Growth and Development of organisms (1-LS1-2).Heredity: Young are very much, but not exactly like their parents(1-LS3-1). Reading Nonfiction books and National Geographic Magazine.	Students will use their knowledge to create a digital presentation about an animal's specific physical adaption and how it benefits their survival. Example: Reasons why a giraffe has a long neck.
2 nd Grade	Insects and Plants: Investigations	Science: Plan and conduct an investigation to determine if plants need sunlight and water to grow (2-LS2-1). ELA 2.1: Write informative/explanatory text. Writing W2.7: Participate in shared research and writing. Math MDA1: Measure the length of an object by selecting and using appropriate tools such as rulers, yardsticks, meter sticks, and measuring tape.	Students will create Educreations presentation on Parts of a Plant. They will grow a "Bean in a Bag" They will observe and record the complete life cycle plant from seed to seed. They create QR Codes or ThinkLink for Plant Parts and their functions.



Ritchen: Science and Technology 2014-2015



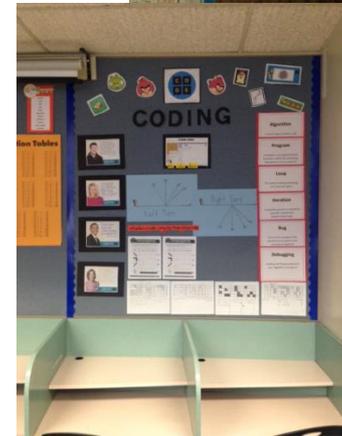
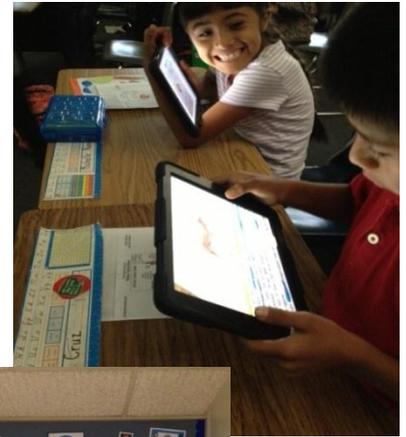
Grade	Integrated Unit	Standards	Culminating Projects/Activities
3 rd Grade	Motion and Matter	Science: Plan and conduct an investigation to provide evidence of the effects of balanced and unbalanced forces on the motion of an object (3-PS2-1).	Students will use their knowledge on forces and motion to design and build air powered vehicles to measure for greatest distance traveled.
4 th Grade	Energy and Natural Resources: How their use affects the environment	Science: Obtain and combine information to describe that energy and fuels are derived from natural resources and their uses affect the environment Writing W4.7: Conduct short research projects that build knowledge though investigation of different aspects of a topic.	Students will use their knowledge of natural resources and energy to create an iMovie about the process of rocks and minerals becoming fuels and the effects these fuels have on the environment. Students will research and design effective oil spill cleanup for simulated beach cleanup of an oil tanker spill.
5 th Grade	Mixtures and Solutions/Metric Measurements	Science: Matter and its interactions (5-PS1); Making observations and measurements to identify materials based on properties (5PS1-4). Conduct an investigation to determine whether mixing two or more substances results in new substances. Math: Convert like measurement units within a given measurement system (5MD.A.1). Represent and interpret data (5.MD.B.2). Graph points on the coordinate plane to solve real world and mathematical problems	Students will create digital representations of graphs and results from observations and data collection from experiments. Using Educreations, students will follow the scientific method in creating lab write ups for other classes to use.



Further Development...

Enrichment Pilot Units

- ❑ Grades 2 and 3: Coding
- ❑ Grades 4 and 5: Roller Coasters
- ❑ After School Program: Mouse Squad



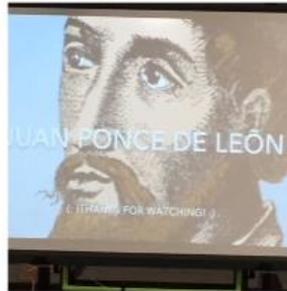
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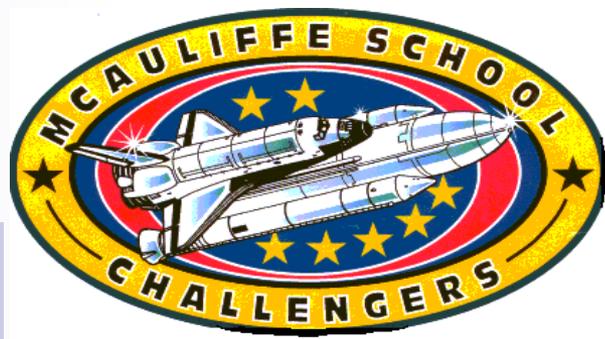
- Branding of the school
- Continue the integrated units to one per trimester for each grade level

Parent and Community Involvement

Parents are invited to become part of/attend :

- Committee Meetings
- PTA
- Family Science Nights
- Family Technology Nights
- Science Fair
- Social Media  
- Connect Ed
- Website



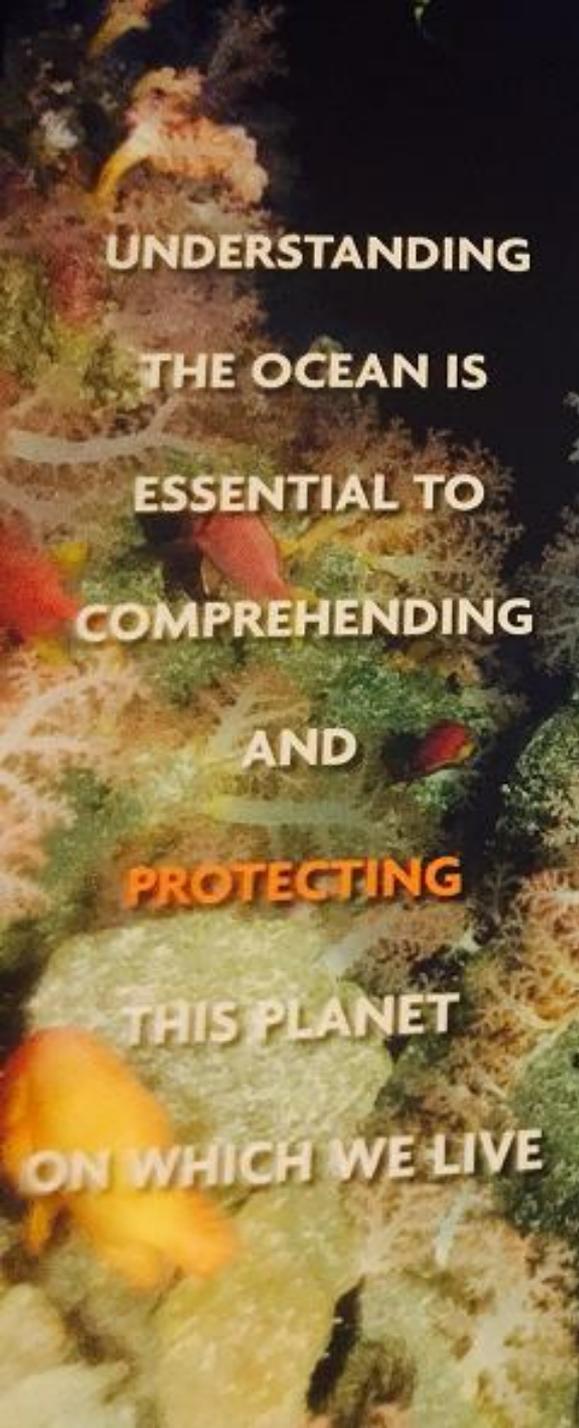


Christa McAuliffe the



Science | Technology | Engineering | Arts | Mathematics

Education School



**UNDERSTANDING
THE OCEAN IS
ESSENTIAL TO
COMPREHENDING
AND
PROTECTING
THIS PLANET
ON WHICH WE LIVE**

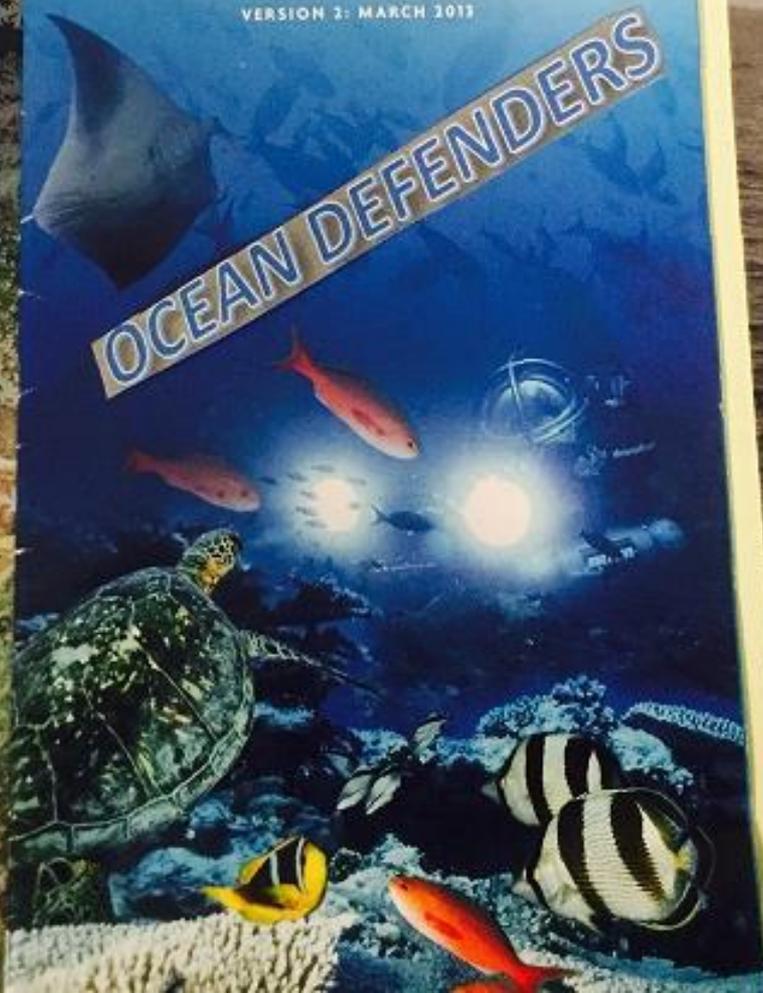


OCEAN LITERACY

The Essential Principles and Fundamental Concepts
of Ocean Sciences for Learners of All Ages

VERSION 2: MARCH 2012

OCEAN DEFENDERS



OCEAN LITERACY:

AN

UNDERSTANDING

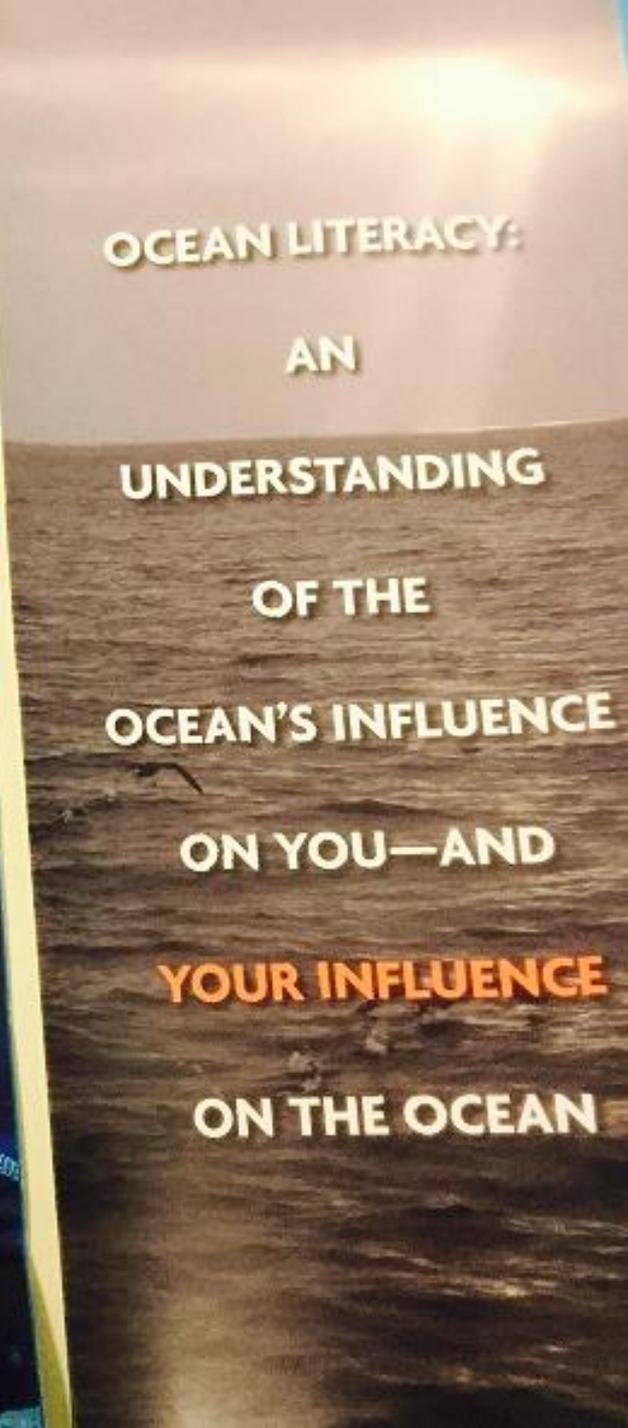
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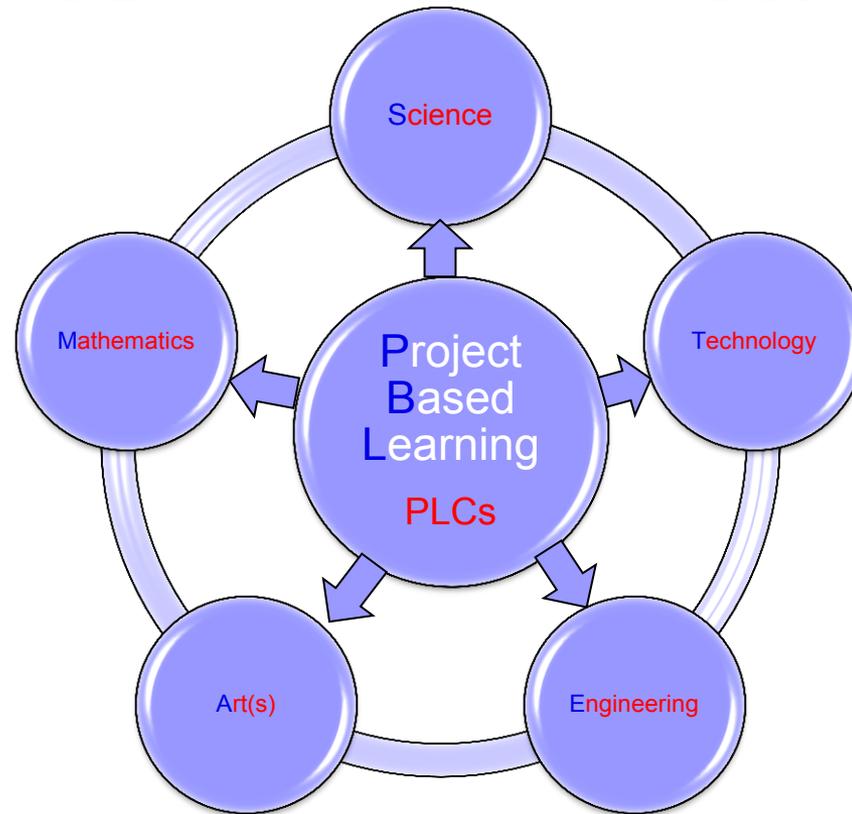
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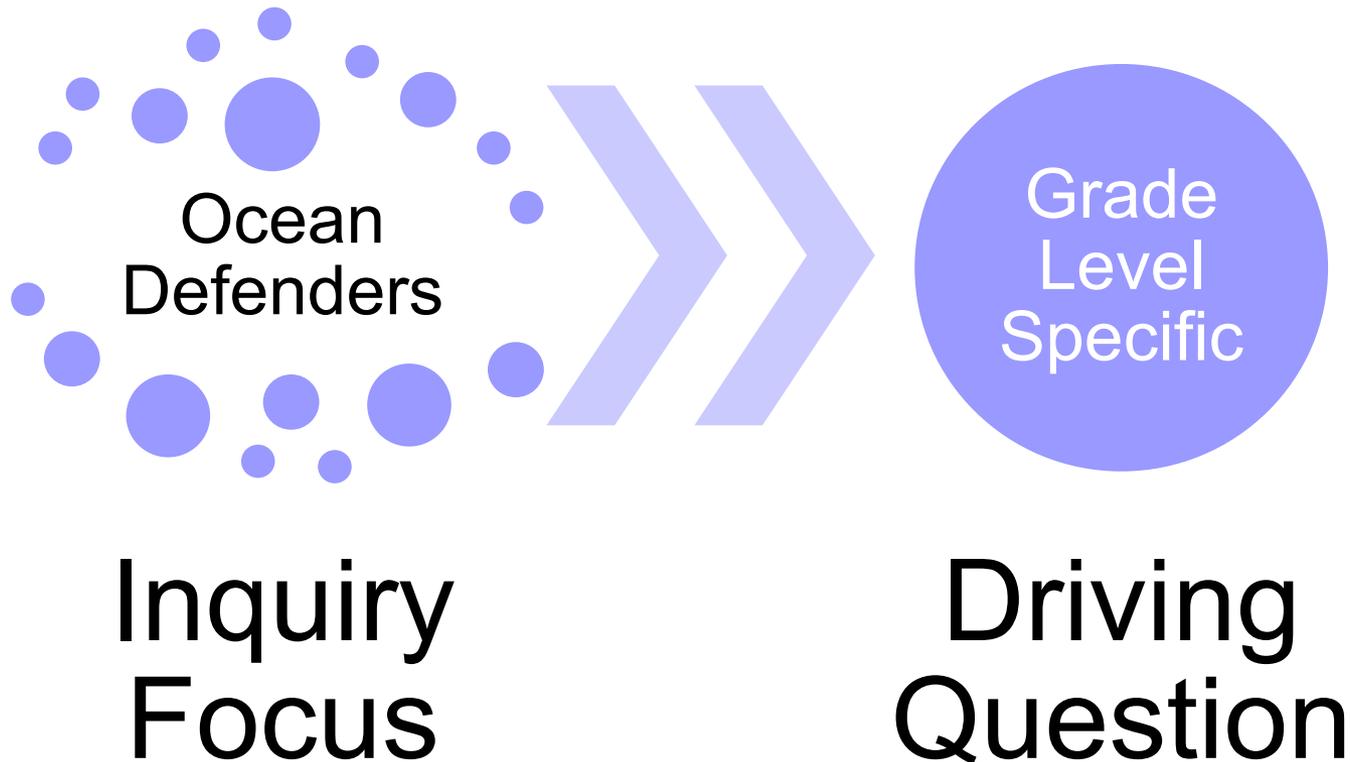
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Ocean Defenders



21st Century Inquiry Based Learning



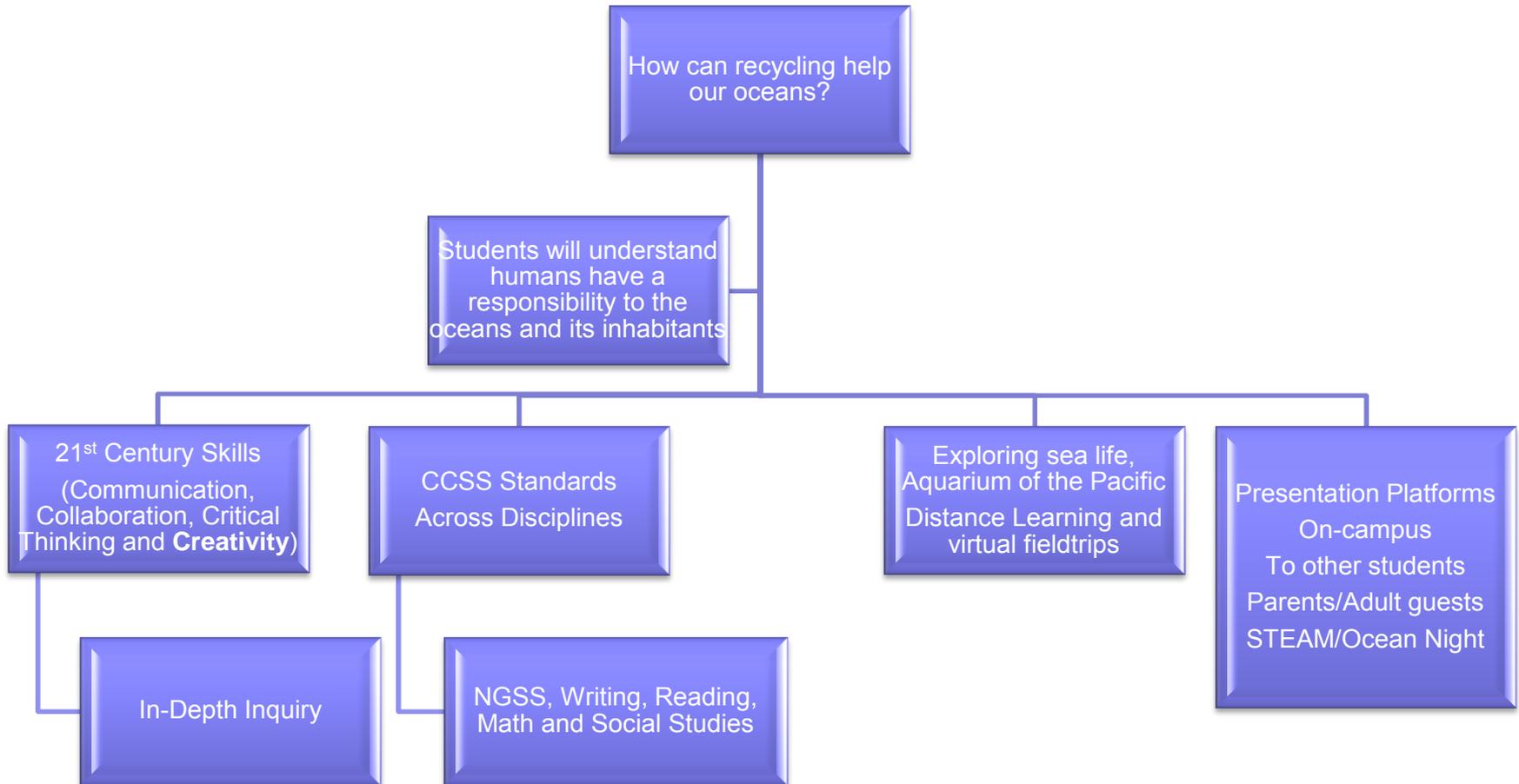
21st Century Inquiry Based Learning

Grade	Driving question	Project
T/Kinder	How can recycling help our oceans?	Illustrate clean and duty oceans
1 st Grade	Why are oceans important to me?	Write and display the interdependence between the ocean and humans
2 nd Grade	How do humans affect the ocean habitat and marine animals?	Board display showing the effects of human trash, video display

21st Century Inquiry Based Learning

Grade	Driving question	Project
3 rd	How do our local coastal water environment differ and how can we keep it clean?	Mural, musical play "Oceanography," 3D creations
4 th	How did the Channel Islands affect the history of California?	Publish portfolio of ocean animals and habitats
5 th	How are ships designed to travel the sea? How has shipbuilding changed our time?	Build a floating ship

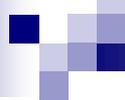
Ocean Defenders Tk/K





Community Partnerships

- Aquarium of the Pacific
- Jason Learning
- Project Noah
- Channel Islands National Park
- Maritime Museum
- Ty Warner
- Fillmore Fishery
- Island Packers



Next Steps:

- Continue working through PLCs
- Develop depth and understanding of PBL implementation
- CCSS alignment to better support STEAM
- Next Unit Rockets and/or Robotics
- Continue developing partnerships with parents and the community.

Teamwork is the ability to work together toward a common vision. The ability to direct individual accomplishment toward organizational objectives. It is the fuel that allows common people to attain uncommon results.



Thank You!

We look forward to providing future presentations and updates for our K-5 Elementary Schools' Academy Strand Focuses





OXNARD SCHOOL DISTRICT

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

SCHEDULE OF BOARD MEETINGS JANUARY – DECEMBER 2015

(UNLESS OTHERWISE INDICATED, ALL MEETINGS ARE HELD ON THE FIRST AND THIRD **WEDNESDAY** OF EACH MONTH IN THE BOARD ROOM AT THE DISTRICT OFFICE, 1051 SOUTH ‘A’ STREET, STARTING AT 7:00 PM)

January	21	Regular Board Meeting (Note: only ONE meeting in January)
February	4	Regular Board Meeting
	18	Regular Board Meeting
March	4	Regular Board Meeting
	18	Regular Board Meeting
April	15	Regular Board Meeting (Note: only ONE meeting in April)
May	6	Regular Board Meeting
	20	Regular Board Meeting
June	3	Regular Board Meeting
	24	Regular Board Meeting
July		District Dark – No meeting in July
August	5	Regular Board Meeting
	19	Regular Board Meeting
September	2	Regular Board Meeting
	16	Regular Board Meeting
October	7	Regular Board Meeting
	21	Regular Board Meeting
November	4	Regular Board Meeting (Note: only ONE meeting in November)
December	9	Regular Board Meeting – Organizational Meeting of the Board (Note: only ONE meeting in December)

The meeting schedule shown above is subject to change at any time.

NOTE: Changes are indicated in italics/bold.

Board Approved: 12-10-14

Mission: “Ensure a culturally diverse education for each student in a safe, healthy and supportive environment that promotes self-discipline, motivation and excellence in learning.”